

CLERK OF THE CIRCUIT COURT
ALLEGANY COUNTY
STATE OF MARYLAND

LAND RECORDS

MORTGAGES

RECORDS ENGINEERING
INC.
WASHINGTON, D. C.

RE-1 TITLE DESCRIPTION TARGET

RECORDS ENGINEERING

INCORPORATED

SUITE 925 - BOWEN BUILDING
815 FIFTEENTH STREET NORTHWEST
WASHINGTON 5, D. C.

GERALD P. NYE
PRESIDENT
IRVING ZITMORE
VICE-PRES.-GEN. MGR.

PHONE STERLING 2487

I hereby certify that the Land Records micro-filmed herein, contained on this roll of film, are the actual records of the Clerk of the Circuit Court for this County, State of Maryland.

These records are being microfilmed pursuant to Chapter 504 of the Act of 1949, which provides for the Clerks of the Courts to file with the Land Office microfilmed copies of the land records in lieu of the abstracts which it was customary for the Clerks of the Circuit Courts to have made and delivered to the Land Office.

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Joseph E. Borden
Clerk of Circuit Court

For Allegany County

Date September 13, 1950.

LIBER NO

228

Paul L. Emerick

Chattel Mortgage

To Filed and Recorded October 28th 1949 at 1:00 P.M.

Liberty Trust Company, Cumberland, Maryland

THIS PURCHASE MONEY CHATTEL MORTGAGE, made this 21st day of October 1949, by and between Paul L. Emerick

of Allegany County, Maryland, party of the first part, and THE LIBERTY TRUST COMPANY, a banking corporation duly incorporated under the laws of the state of Maryland, party of the second part.

WITNESSETH:

WHEREAS the said party of the first part is justly indebted unto the said party of the second part in the full sum of Four Hundred Thirteen Dollars and 50/100 (\$413.50) payable one year after date hereof, together with interest thereon at the rate of six per cent (6%) per annum, as is evidenced by the promissory note of the said party of the first part of even date and tenor herewith, for said indebtedness, together with interest as aforesaid said party of the first part hereby covenants to pay to the said party of the second part, as and when the same shall be due and payable.

NOW THEREFORE, This Chattel Mortgage witnesseth that in consideration of the premises and of the sum of one Dollar (\$1.00) the said party of the first part does hereby bargain, sell, transfer, and assign unto the said party of the second part, its successors and assigns following described personal property:

One National Shuffle Board

TO HAVE AND TO HOLD the above mentioned and described personal property to the said party of the second part, its successors and assigns, forever.

Provided, however, that if the said Paul L. Emerick shall well and truly pay the aforesaid debt at the time herein before set forth, then this Chattel Mortgage shall be void.

The said party of the first part covenants and agrees with the said party of the second part in case default shall be made in the payment of the said indebtedness, or if the party of the first part shall attempt to sell or dispose of the said property above mortgaged, or any part thereof, without the assent to such sale or disposition expressed in writing by the said party of the second part, or in the event the said party of the first part shall default in any agreement covenant or condition of the mortgage, then the entire mortgage debt intended to be secured hereby shall become due and payable at once, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns, or William C. Walsh, its duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises where the aforesaid chattel may be or be found, and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her, or their assigns, which said sale shall be made in manner following to wit: by giving at least ten days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale shall be applied first to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance to pay the same over to the said Paul L. Emerick his personal representatives and assigns, and in the case of advertisement under the above power but not sale, one-half of the above commission shall be allowed and paid by the mortgagor, his personal representatives or assigns.

And it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the said party of the first part may remain in possession of the above mortgaged property.

WITNESS the hand and seal of the said mortgagor this 21st day of October, 1949.
 Thos J. M. McNamee
 Paul L. Emerick (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, THAT ON THIS 21st day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Paul L. Emerick the within mortgagor and acknowledged the foregoing Chattel Mortgage to be his act and deed, and at the same time before me also appeared Charles A. Piper, President of the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the President of the within named mortgagee, and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.
 (Notarial Seal)

Thos J. McNamee
 Notary Public

William J. Smith, et us

Mortgage.

To

Filed and Recorded October 17th 1949 at 9:00 A.M.

Irving Millenson

THIS PURCHASE MONEY MORTGAGE, Made this 13th day of October, in the year Nineteen Hundred and Forty-Nine, by and between William J. Smith and Thelma J. Smith, his wife, of Allegany County, in the State of Maryland, parties of the first part, and Irving Millenson, of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly indebted unto the party of the second part in the full and just sum of \$1,850.00 this day loaned the parties of the first part by the party of the second part together with interest thereon at the rate of 6% per annum, which is to be repaid in monthly instalments of \$35.00 each and in addition to said monthly payments on principal, interest shall also be payable monthly, which interest shall be calculated and credited semi-annually. The first of said monthly payments is due one month from the date hereof, and shall continue monthly until the principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his heirs and assigns, the following property, to-wit:

ALL THOSE pieces or parcels of land lying and being on Pine Avenue, and known as Lots 69 and 70 on an unrecorded plat of Hammersmith's land to the City of Cumberland, Allegany County, Maryland, and more particularly described as one parcel as follows, to-wit:

BEGINNING for the same at a hub located at the Southeast corner of Lot No. 70 of the Hammersmith's land in the City of Cumberland, Allegany County, Maryland, which hub is also located on the North side of Pine Avenue at a point where the division line of lots 70 and 71 intersects the same, and running thence with said Pine Avenue South 84 degrees 54 minutes West 56.2 feet to a hub; thence with the division line between Lots 68 and 69 North 21 degrees 34 minutes East 60.0 feet to a hub on the Southerly side of an unnamed 30 foot street; thence with said street South 68 degrees 26 minutes East 50 feet to a hub; thence with the division lines between lots 70 and 71, South 21 degrees 34 minutes West 35.1 feet to the beginning.

It being the same property which was conveyed by Elizabeth Hammersmith Catherman, et vir, et al, to William J. Smith by deed dated September 20, 1949, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his heirs or assigns, the aforesaid sum of One Thousand Eight Hundred Fifty Dollars (\$1,850.00), together with the interest thereon, and any future advances made as aforesaid, as and when the same

shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his heirs, executors, administrators and assigns, or Cobey, Carscaden and Gilchrist, its, his, her or their duly constituted attorney or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner, the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Eight Hundred Fifty (\$1,850.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS, the hands and seals of said mortgagors.

WITNESS: Maxine Wilnot

William J. Smith (SEAL)

Maxine Wilnot

Thelma J. Smith (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 13th day of October, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared William J. Smith and Thelma J. Smith, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Irving Millenson, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

Witness my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Maxine Wilnot, Notary Public.

Rita E. Bennett

Chattel Mortgage.

To

Filed and Recorded October 14" 1949 at 8:30 A. M.

Industrial Loan Society, Inc.

THIS CHATTEL MORTGAGE, Made this 12th day of October, 1949, by Rita E. Bennett, of the City/County of Frostburg, State of Maryland, hereinafter called "Mortgagor," to Industrial Loan Society, Inc., a body corporate, Room 33, Liberty Trust Building, Baltimore and Centre Sts., Cumberland, Md., hereinafter called "Mortgagee".

WITNESSETH: That for and in consideration of the sum of One Hundred Eighty-Five Dollars (\$185.00), the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, Mortgagor doth hereby bargain and sell unto Mortgagee the following described personal property:

The chattels, including household furniture, now located at RFD #2, Box #174 (Street Address) Frostburg (City) Allegany (County), in said State of Maryland, that is to say:

- Living Room - 1 Zenith Comb. Floor model radio, 1 leather & wood rocker, 2 Leather & Wood arm chair, 1 leather & oak sofa.
- Dining room - 1 Radio "Silvertone", 1 8-pc. D. R. Suite (6 chairs, 1 table & 1 buffet, oak)
- Kitchen - 4 chairs, white en.; 1 table, white en.; 1 stove "Modern Maid" 1 washing machine, Apex; 1 cabinet, white en.; 1 Refrigerator, "Leonard"; 1 maple child's desk; 1 "Forridaire" Heatrola (Brown)
- Bed Room - 1 bed, metal (brown); 1 bed, metal baby bed; 1 dresser oak; 1 wal. single door wardrobe.

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in -- Maryland, that is to say: -----

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, however, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, the said sum of \$185.00 according to the terms of and as evidenced by a certain promissory note of even date herewith, payable in 14 successive monthly instalments of \$15.50 each, including interest at the rate of 3% per month on the unpaid principal balances, the first of which instalments shall be payable on the 12th day of November, 1949, together with a final instalment, covering any unpaid balance, including interest as aforesaid, which instalment is due and owing on the 12th day of January, 1951, and interest after maturity at said rate, then these presents shall be void.

The note evidencing said loan provides that the principal amount thereof or any part thereof may be paid prior to maturity with interest at the aforementioned rate to the date of payment.

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase

title against the same; that he or she will not remove said motor vehicle from the state of Maryland, or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee at any time.

In the event of default in the payment of any instalment of principal or interest or any part of either, as provided in said note, then the entire unpaid balance of principal, together with accrued interest as aforesaid, shall immediately become due and payable at the option of Mortgagee, without prior notice or demand, and Mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof, wherever found, without any liability on the part of mortgagor to Mortgagee; after such possession under the terms hereof, Mortgagee agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee will give not less than twenty (20) days' notice in writing by registered mail to mortgagor at his or her last known address, notifying him or her that Mortgagee will cause the mortgaged personal property to be sold at public auction at the expense of Mortgagee (including auctioneer's fees, storage and other expenses of sale) by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which Mortgagee is licensed, whichever Mortgagee shall elect. At any time prior to said sale, Mortgagor may obtain possession of the said mortgaged personal property upon payment to Mortgagee of the balance due thereon together with any unpaid interest.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee may have.

WHEREVER the context so requires or permits, the singular shall be taken in the plural and the plural shall be taken in the singular. Any reference herein to Mortgagee shall be deemed to include any successors or assigns of Mortgagee.

IN TESTIMONY WHEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS: Elmer I. Pearson

Rita E. Bennett (SEAL)

STATE OF MARYLAND, CITY/COUNTY OF CUMBERLAND/ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 12th day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Rita E. Bennett, the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be her act. And, at the same time, before me also personally appeared Elmer I. Pearson, agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Vernice L. Hopwood, Notary Public.

John C. Howell, et ux.

Mortgage.

To

Filed and Recorded October 14th 1949 at 11:10 A.M.

Fred G. Alt

THIS IS A PURCHASE MONEY MORTGAGE.

THIS MORTGAGE, made this 13th day of October, 1949, by and between John C. Howell and Irene W. Howell, his wife, hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, in the State of Maryland, parties of the first part, and Fred G. Alt, hereinafter called Mortgagee, which expression shall include his personal representatives, successors and assigns, where the context so requires or admit, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, said Mortgagors now stand indebted unto the said Mortgagee in the full and just sum of Seven Thousand (\$7,000.00) dollars, as evidenced by their promissory note of even date herewith, payable on demand, with interest at the rate of four (4%) per cent per annum, or any renewal of said note in whole or in part, and on the face of which note is the following:

"The parties hereby agree that the sum of \$50.00 and the interest is to be paid on this note each month. A failure to pay three installments gives the holder thereof the right to call the note with principal and interest".

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of one dollar, in hand paid, the said mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said mortgagee the following tract or parcel of land lying in Allegany County, Maryland, on the North Branch of the Potomac River, at Black Oak, a station of the W. M. R. R. bounded and described as follows, to-wit:

BEGINNING at a locust stump by the east of a road and west side of the North Branch of the Potomac River, a corner to William P. Rexroad's late purchase, thence up the said River S. 51 deg. W. 40 poles to a locust by the east side of said road; thence S. 22½ deg. W. 48 poles to a set stone by the east side of said road; thence crossing said road and with a wire fence crossing the bottom N. 61 deg. W. 152-3/5 poles to a corner of the fence on the W. M. R. R. Limit Line, thence with said limit line, N. 38½ deg. E. 12 poles - N. 46½ deg. E. 90 poles to the northeast side of a public road; thence with said road and said Rexroad's line S. 56 deg. E. 135 poles to the BEGINNING, containing 80-3/4 acres.

The said parties of the first part doth also grant to the said parties of the second part a right of way over the road leading along the west side of said North Branch to the Gerstell Ford, for all purposes as now used.

Being the same property conveyed to John C. Howell and Irene W. Howell, his wife, by Fred G. Alt and -----, by deed dated October 10, 1949, which deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage.

PROVIDED, that if the said Mortgagors shall pay the said Mortgagee the aforesaid sum of Seven Thousand (\$7,000) Dollars, with interest, in manner and form as hereinbefore provided, and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagors may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE of default be made in payment of said mortgage debt, or of the interest

thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland; if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: First, to the payment of all expenses incident to such sale, including taxes, and a commission of eight (8%) per cent, to the party making said sale; Second, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of said sale; and Third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least seven thousand (\$7,000) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee; and to pay the premiums for said insurance when due.

WITNESS the hands and seals of said Mortgagors.

Witness: C. A. Jewell	John C. Howell	(SEAL)
Witness: C. A. Jewell	Irene W. Howell	(SEAL)
Attest: C. A. Jewell	Fred G. Alt	(SEAL)

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 13th day of October, 1949, before me, the subscriber, a Notary Public of the State of West Virginia, in and for said County of Mineral, personally appeared John C. Howell and Irene W. Howell, his wife, the within named Mortgagors, and acknowledged the foregoing mortgage to be their respective act and deed. At the same time also appeared Fred G. Alt, and made oath in due form of law, that the consideration set forth in said mortgage is true and bona fide as therein set forth.

Witness my hand and Notarial Seal this the 13th day of October, 1949.

My Commission Expires:
Dec. 9, 1958.

(Notarial Seal)

C. A. Jewell, N. P.,
Notary Public.

John R. Frankfort, et ux.

Mortgage.

To
The Liberty Trust Company, Cumberland, Md.

Filed and Recorded October 17th 1949 at 2:00 P. M.
(Stamps \$3.85).

THIS MORTGAGE, Made this 14th day of October, in the year nineteen hundred and forty-nine, by and between John R. Frankfort and Phyllis B. Frankfort, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

Whereas, the said John R. Frankfort and Phyllis B. Frankfort, his wife, stand indicted unto the said The Liberty Trust Company in the just and full sum of thirty-seven hundred and fifty (\$3750.00) dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31st, 1949.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said John R. Frankfort and Phyllis B. Frankfort, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that piece or parcel of land lying and being in Allegany County, Maryland, known as Lot No. 18 in Second Addition Bowling Green, situate along the Old River Road, now called McMullen Boulevard, a Plat of which Addition is recorded among the Land Records of Allegany County, said Lot being described as follows:

BEGINNING at a point on the Westerly side of River Road, (as shown on said Plat), at the division line between Lots Nos. 17 and 18, and running thence with said side of River Road, South 20 degrees 39 minutes East 40 feet, thence South 69 degrees 21 minutes West 120 feet, thence North 20 degrees 39 minutes West 40 feet to said division line, thence North 69 degrees 21 minutes East 120 feet to the place of beginning.

It being the same property conveyed to the parties of the first part by Albert M. Robinette and Anna A. Robinette, his wife, by deed dated May 20th, 1942, and duly recorded among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Thirty-Seven Hundred & Fifty Dollars, together with interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

And it is further agreed, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage, the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission, secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

And the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Thirty-Seven Hundred and Fifty Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hand and seal of said mortgagor.

Attest: Thomas L. Keech

John R. Frankfort (SEAL)

Phyllis B. Frankfort (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 14th day of October, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John R. Frankfort and Phyllis B. Frankfort, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company,

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner, make oath that he is the president, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

Edward L. Fagan, et ux.

Mortgage.

To Federal Land Bank of Baltimore. Filed and Recorded October 17th 1949 at 2:00 P. M. Maryland Mortgage. (Stamps \$3.85)

THIS MORTGAGE, made this fourteenth day of October, 1949, between Edward L. Fagan and Kizzie W. Fagan, his wife, of the County of Allegany, State of Maryland, hereinafter called "Mortgagor", and The Federal Land Bank of Baltimore, hereinafter called "Mortgagee".

WITNESSETH: THAT WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of Thirty-Six Hundred Dollars (\$3600.00), this day lent the Mortgagor by the Mortgagee;

AND WHEREAS, Mortgagor has executed and delivered to Mortgagee his promissory note dated the Fourteenth day of October, 1949, in the amount of thirty-six hundred dollars (\$3600.00), with interest at the rate of four per centum (4%) per annum, said principal with interest being payable on an amortization plan in Forty successive semi-annual instalments, the first instalment being due and payable on the Sixteenth day of July, 1950, and provided that defaulted payments shall bear interest at the highest rate permitted by law; and the better to secure the payment of said principal and interest, and any extension or renewal thereof, and the payment of all other sums and the performance of all terms, covenants and conditions required of Mortgagor in accordance with the terms of this mortgage and the note secured hereby, this mortgage is executed and delivered.

NOW THEREFORE, in consideration of the premises and of One Dollar (\$1.00) said Mortgagor hereby grants and conveys unto said Mortgagee, its successors and assigns, in fee simple the following property, to-wit:

ALL that tract or parcel of ground situate on both sides of the Mason Road about five miles East of Cumberland in the Twenty-First Election District of Allegany County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at the beginning of tract of ground conveyed by T. Jefferson Dawson, et al., to Milton C. Hendrickson by deed dated the 8th day of October, 1902, and recorded in Liber No. 91, Folio 571, one of the Land Records of Allegany County, and running thence with the first, second, third, fourth, fifth, sixth, seventh, eighth and ninth lines of said deed, Magnetic Bearings as of August, 1941, and surface measurements South 12 degrees and 55 minutes West 594 feet, South 2 degrees and 35 minutes East 115-5/10 feet South 51 degrees and 35 minutes East 84-5/10 feet, North 75 degrees and 55 minutes East 115-5/10 feet, North 77 degrees and 40 minutes East 198 feet, South 70 degrees and 50 minutes East 94-9/10 feet, South 73 degrees and 35 minutes East 150-5/10 feet, South 35 degrees and 5 minutes East 150-5/10 feet,

Computed and Measured by N. G. H. To Mtgee, Baltimore, Md. Oct 28 1949.

South 26 degrees and 35 minutes East 189-7/10 feet to the end of the 22nd line of tract of ground conveyed by Thomas J. Dawson, et ux., to Harry C. Gillam, by deed dated the 30th day of November, 1907, and recorded in Liber 102, Folio 439, one of the Land Records of Allegany County, and thence reversing the lines of said Harry C. Gillam deed, until it intersects the northern division line of the old "Lafayette Leasure Farm" now owned by Arthur J. Fitch, and recorded in one of the Land Records of Allegany County, as follows:- (Magnetic Bearings as of September 9, 1941, and with horizontal measurements) the 22nd, 21st, 20th, 19th, 18th, 17th, 16th, 15th, 14th and 13th lines South 22 degrees and 20 minutes East 321-7/10 feet, South 10 degrees and 25 minutes West 119-6/10 feet, South 39 degrees and 10 minutes West 140-2/10 feet, South 74 degrees and 40 minutes West 330 feet, South 36 degrees and 40 minutes West 111-4/10 feet, South 58 degrees and 40 minutes West 222-7/10 feet, South 73 degrees and 10 minutes West 515-6/10 feet, North 69 degrees and 20 minutes West 726 feet, South 52 degrees and 40 minutes West 169-1/10 —, South 38 degrees and 40 minutes West 169-1/10 feet to a point on the high East bank of Evitt's Creek, and on the 28th line of the aforementioned Arthur J. Fitch farm; thence with the 28th line (Magnetic Bearings as of this deed and surface measurements) North 76 degrees and 25 minutes West 200 feet more or less to a post on the West side of "Featherbed Road," now known as the Mason Road, said post being the end of the 4th line of parcel of ground conveyed by Lafayette Leasure, et ux., to Peter M. Rice, et ux., by deed dated the 23rd day of August, 1910, and recorded in Liber 106, Folio 726, one of the Land Records of Allegany County; thence reversing the 4th, 3rd, 2nd and 1st lines of said Rice deed, Magnetic Bearings as of this deed, and with the Mason Road, North 18 degrees and 30 minutes West 222-7/10 feet, thence North 22 degrees East 140-1/10 feet, then leaving said road, North 41 degrees West 166-3/10 feet, South 33 degrees West 445-5/10 feet to the end of the 28th line of the aforementioned Arthur J. Fitch farm, thence with part of the 29th line, North 43 degrees and 25 minutes West 961 feet to a corner of the Greise lands, at the top of the ridge, thence with an approximate division line and with the line of ridge, North 44 degrees and 25 minutes East, about 2220 feet to a pin oak, marked with two notches to the end of the 20th line of the tract of land conveyed by Charles A. Smouse, et ux., to Charles Albert Smouse (son) and wife, thence with the 21st, 22nd, 23rd, 24th, 25th, and 26th lines of said Smouse lands, (original bearings and surface measurements) North 66 degrees East 363 feet, South 13 degrees East 268 feet, South 23 degrees and 30 minutes East 156-7/10 feet, South 40 degrees East 160-9/10 feet South 63 degrees 30 minutes East 119-6/10 feet to the center of Mason Road; thence with the road and with the 26th line of the aforementioned Smouse deed, North 37 degrees East 82-5/10 feet to the center of bridge and Evitt's Creek, to the beginning, containing 105 acres, more or less.

EXCEPTING, however, all that lot or parcel of ground conveyed by William Beall to David Beall by deed dated June 1, 1885, and recorded in Liber 67, Folio 91, one of the Land Records of Allegany County, computed to be 1.72 acres, more or less, and more particularly described as follows, to-wit: BEGINNING at W. O. 12 N. standing at end of a line drawn North 58 degrees West 1 perch from David W. Beall's spring, and running thence South 9½ degrees West 9 perches and 2 feet to a stone marked #1, South 68½ degrees East 6 perches to County Road and with it, South 20 degrees West 18 perches to stone marked #2, South 78 degrees East 3 perches to stone marked #3, North 29½ degrees East 18 perches to stone marked #4, North 83½ degrees East 5½ perches to Gate Post, North 21½ degrees East 8 perches to stone marked #5, North 66 degrees West 3 perches to stone marked #6, South 36 degrees W. 2½ perches to stone marked #7, North 66 West 8 perches to County Road, and with it North 15 degrees East 2½ perches to stone marked #8, North 80 degrees West 7½ perches to stone marked #9, and then South 10 degrees West 1 perch to beginning.

AND ALSO EXCEPTING all that lot or parcel of ground conveyed by Jacob Folk, et al., to M. E. Church, by deed dated February 24, 1854, and recorded among the land records of Allegany County in Liber 11, Folio 152, and particularly described as follows, to-wit:

Beginning at a stone marked A and North 59 degrees West 5-5/6 perches from the upper Southwest corner of Union Church, and running thence South 51½ degrees East 175½ feet across a road from the Bedford Road past Folk's Mill; thence North 39 degrees East 33 feet, thence South 53½ degrees East 55 feet, then North 39 degrees East 45 feet, then North 51½ degrees West 231 feet, then to the beginning, containing 4/10 acre more or less.

LEAVING 102.88 acres more or less hereby conveyed.

BEING the same land acquired by the said Edward L. Fagan and Kizzie W. Fagan, his wife, by deed from Thomas Jefferson Dawson, widower, dated September 29, 1941 and recorded among the Land Records of said County in Liber No. 191, Folio 391.

Together with all hereditaments and appurtenances thereto belonging and all improvements thereon and all fixtures and accessories now or hereafter annexed or attached thereto.

TO HAVE AND TO HOLD the same unto and to the proper use and benefit of Mortgagee, its successors and assigns, forever.

PROVIDED, that if Mortgagor shall well and truly pay, or cause to be paid, said principal sum and all interest thereon, and all other sums payable by mortgagor in accordance with the terms of this mortgage and the note secured hereby, each at the times and in the manner as herein set forth, and shall otherwise perform all of the terms, covenants and conditions of this mortgage and the note secured hereby, then this mortgage shall be void, otherwise it is to remain in full force and effect.

WHEREVER used herein the masculine gender shall include the feminine and neuter and the neuter gender shall include the masculine and feminine and the singular form shall include the plural and all the covenants and agreements of Mortgagor shall extend to and bind his heirs, devisees, successors and assigns.

MORTGAGOR covenants and agrees, jointly and severally, with the Mortgagee as follows:

FIRST: That he warrants specially the property hereby conveyed; that he is seized thereof in fee simple, and has a right to convey same; that he has done no act to encumber the same; that he will execute such further assurances thereof as may be requisite;

SECOND: That he will pay or cause to be paid when due said principal sum of the debt hereby secured, and any renewals or extensions thereof, together with all interest thereon and all other sums payable by him in accordance with the terms of this mortgage and the note secured hereby, or any renewals or extensions, and that he hereby expressly waives the benefit of all exemptions, homestead or otherwise, under the laws of this and any other state and agrees to pay the debt without any offset whatever;

THIRD: That he will pay when due all taxes, liens, judgments or assessments heretofore or hereafter levied, assessed or constituting liens upon the property hereby conveyed;

FOURTH: That he will keep all improvements now or hereafter located on the premises in good repair; that he will maintain and work the premises hereby conveyed in good and husbandlike manner; that he will commit no waste and that he will not cut or remove or permit to be cut or removed any wood or timber from said premises, except for domestic use without the written consent of the Mortgagee and the Mortgagee shall have the right of injunction or otherwise to prevent the cutting or removal of any wood or timber from said premises irrespective of whether or not the balance of the security is ample to protect the mortgagee;

Fifth: That he will insure and keep insured buildings and other improvements now

wife, by way of mortgage and for the purpose of securing the sum of forty-eight hundred dollars, together with interest thereon at the rate expressed in said mortgage, as will more fully appear by reference thereto.

WHEREAS, the said mortgagors have made substantial reduction on account of the mortgage principal as therein stated, and the said mortgagors have sold and conveyed certain parts of said land unto Clyde L. Houtt and Rose I. Houtt, his wife, and the said mortgagors now desire a certain part of the land included in said mortgage, released from the lien thereof, which said part so intended to be released is hereinafter described and the said Charles H. Wolfe and Mary E. Wolfe, his wife, have agreed that in consideration of the payments hereinbefore made on account of said mortgage and the interest thereon, to release the hereinafter described land.

NOW THEREFORE, in consideration of the sum of \$1.00 and of the premises, the said Charles H. Wolfe and Mary E. Wolfe, his wife, do hereby grant and convey unto the said Clyde L. Houtt and Rose I. Houtt, his wife, all that lot or parcel of land located in the LaVale Section of Allegany County, Maryland, and known as part of the Reservoir Property and which is the same property that was conveyed by Vincent D. Miltenberger, et ux. to Clyde L. Houtt, et ux, by deed dated the 27th day of December, 1946 and recorded among the Land Records of Allegany County, in Liber No. 213, Folio 180.

ALSO, all that parcel of land located in the LaVale Section of Allegany County, Maryland, and known as part of the Reservoir Property, adjoining the hereinbefore mentioned property, and described in that certain deed to Clyde L. Houtt, et ux. from Vincent D. Miltenberger, et ux., dated the 19th day of September, 1949, and intended to be recorded among said Land Records.

Reference to both of said deeds is hereby made for a more complete description.

It being distinctly understood and agreed, however, that this release shall not affect in any way the lien of the said mortgage upon the remaining parcel of ground described in the said mortgage.

WITNESS our hands and seals the day and year first above written.

Witness: Harold E. Naughton

Charles H. Wolfe (SEAL)

Harold E. Naughton

Mary E. Wolfe (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 12th day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Charles H. Wolfe and Mary E. Wolfe, his wife, and each did acknowledge the foregoing Deed of Partial Release of Mortgage to be their respective act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

(Notarial Seal)

Inez Shoemaker, Notary Public.

Louise M. Clary

To

Household Finance Corporation

Chattel Mortgage.

Filed and Recorded October 18, 1949 at 8:30 A. M.

Loan No. 6346

HOUSEHOLD FINANCE CORPORATION - Established 1878 - Licensed under Maryland Small Loan Law (Flack's Code, 1939 Art. 58A) - Room 1 - Second Floor - 12 S. Centre Street - Phone: Cumberland 5200 - Cumberland, Maryland.

Mortgagors (Names and Addresses): Louise M. Clary, 222 Maryland Avenue,

Westernport, Maryland.

Date of this mortgage: October 14, 1949; First payment due date: November 1, 1949; Final payment due date: June 1, 1951; Principal amount of Mortgage and actual amount of Loan: \$221.92; Principal and Int. Payable in 20 monthly payments. First payment: \$11.86; Others: (Except Final) \$14.00; Final payment equal in any case to unpaid principal and interest.

Agreed rate of interest: 2½% per month on that part of the unpaid principal balance not exceeding \$100, and 2% per month on any part thereof exceeding \$100.

IN CONSIDERATION of a loan made by Household Finance Corporation at its above office in the principal amount above stated, the Mortgagors above named hereby convey and mortgage to said Household Finance Corporation, its successors and assigns (hereinafter called mortgagee), the goods and chattels hereinafter described; provided, however, if the Mortgagors well and truly pay to the Mortgagee at its above office according to the terms hereof, said principal amount together with interest at the above rate until fully paid, then these presents shall cease and be void.

Payment of principal and interest shall be made in consecutive monthly payments as above indicated beginning on the stated due date for the first payment and continuing on the same date of each succeeding month to and including the stated due date for the final payment. Sunday and holiday due dates are extended to next business day. Payment in advance may be made in any amount. Every payment made hereon shall be applied first to interest to date of a calendar month shall be deemed to contain 30 days as provided in the Small Loan Law. Default in actual payment and remainder to principal. In the computation of interest any payment shall, at the option of the holder hereof, and without notice or demand, render the entire unpaid balance of the principal hereof and accrued interest thereon at once due and payable.

Mortgagors may possess said property until default in making any payment hereon. At any time when such default shall exist and the entire sum remaining unpaid hereon shall be due and payable either by the exercise of the option of acceleration above described or otherwise, this mortgage may be foreclosed; and the Mortgagee may without notice or demand take possession of any or all of said property and sell the property so taken for cash upon such notice and in such manner as may be provided or permitted by law, for the best price the seller can obtain. The proceeds of any sale hereunder shall be applied on the indebtedness secured hereby, and any surplus shall be paid to the mortgagors.

The Mortgagors covenant that they exclusively possess and own said property free and clear of all incumbrances except as otherwise noted, and that they will warrant and defend the same against all persons except the Mortgagee. Any failure of the Mortgagee to enforce any of its rights or remedies hereunder shall not be a waiver of its right to do so thereafter. Whenever the context so requires plural words shall be construed in the singular.

Description of Mortgaged property:

All of the household goods now located in or about Mortgagors' residence at their

address above set forth:

1 3-pc. IRS, 1 Occ. Chr., 1 radio-comb., 2 end tabs., 1 piano, 2 tab. lamps, 1 desk, 1 rug 9x12; 1 fl. lamp, 1 elec. clock, 1 fl. lamp, 1 gas heater, 1 12-pc. set of china, 2 mirrors, 2 pin-up cabinets, 2 corner cabs., 1 8-pc. DRS, 1 gas range, 1 refrigerator, 1 8-pc. BRS-18 century, 2 lamps, 10 vanition blinds, 1 5-pc. BRS - Maple.

WITNESS the hands and seals of Mortgators the day of the date hereof above written.

Signed, sealed and delivered in the presence of:

Louise M. Clary

(SEAL)

E. Wallis

J. M. Bond.

Nicholas J. Coron

Mortgage.

Filed and Recorded October 18th 1949 at 10:10 A. M.

To
Western Maryland Bldg. & Loan Association, Inc.,

(Stamps \$4.40).

THIS MORTGAGE, Made this 17th day of October in the year nineteen hundred and Forty-Nine by and between Nicholas J. Coron (Widower) of Allegany County and the State of Maryland, party of the first part, and the Western Maryland Building and Loan Association, Incorporated, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said party of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of Four Thousand (\$4000.00) dollars on 40 shares of stock, upon the condition that a good and effectual mortgage be executed by the said party of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said party of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (one Dollar) the said party of the first part does hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland and more particularly described as follows:

All that lot, piece or parcel of ground lying on the Westerly side of Bedford Street, in the City of Cumberland, Allegany County, Maryland, being part of Lot No. 1, as laid out on a plat of "The Lingo Lots", said plat of which is recorded in Judgment Records, Liber No. 32, Folio 280, one of the Records of Allegany County, and which is more particularly described as follows, to-wit:

BEGINNING for the same at the original beginning of said Lot No. 1, said beginning being the southeast corner of brick house No. 80 on the Westerly side of Bedford Street, and running thence with the original first line of said Lot No. 1, and the Westerly side of Bedford Street, South 27 degrees 30 minutes West 26.5 feet, thence with part of the original second line, North 62 degrees 03 minutes West 87-3/4 feet to the end of the second line of a piece of ground conveyed by Egbert B. Willison, Trustee to Ralph L. Rizer, and recorded among the Land Records of Allegany County in Liber No. 112, Folio 315, and with the second line reversed of said Rizer's Deed, North 27 degrees 30 minutes East 26-4/5 feet to the last line of the original Lot No. 1 and with part of said last line, South 62 degrees 30 minutes East 87-3/4 feet to the beginning. Excepting however, from the operation of this deed that part or portion of the above described lot which was conveyed by William N. Foster, et ux., to Ralph L. Rizer, Sr., by deed dated August 15, 1941, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 191, Folio 86.

It being the same property which was conveyed to Nicholas J. Coron and Laura B. Coron, his wife, by William N. Foster, and Edna A. Foster, his wife, by deed dated the 19th day of December, 1944, and recorded in Liber 202, Folio 397, one of the Land Records of Allegany County, Maryland. The said Laura B. Coron having died on the -- day of October, 1949, the title to said property is now vested in Nicholas J. Coron.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances there-

unto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED, HOWEVER, that if the said party of the first part make or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on his part to be made and done, then this mortgage shall be void. And, the said party of the first part hereby covenants and agrees with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of Four Thousand (\$4,000.00) dollars with 6% per cent interest thereon, payable in 139 monthly payments of not less than \$40.00 each, on or before the 17th day of each month hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 17th day of November, 1949, at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 17th day of May, 1961.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said party of the first part do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand (\$4000.00) dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said party of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or F. Brooke Whiting, its or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight per cent ^(8%) to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that

event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance if any, to be paid to the said part_ of the first part as their interest may appear.

WITNESS the hands and seals of the said party of the first part hereto, the day and year hereinbefore written.

Test: Nicholas J. Coron (SEAL)
Ethel McCarty

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY THAT, on this 17th day of October, 1949, before me, the subscriber a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Nicholas J. Coron (Widower) and acknowledged the foregoing mortgage to be his act; and at the same time, before me, also personally appeared Clement C. May, an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth; and the said Clement C. May did further in like manner, make oath that he is the Secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this -- day of October, 1949.
(Notarial Seal) Ethel McCarty, Notary Public.

Agnes V. Moon

Mortgage.

To Filed and Recorded October 18th 1949 at 3:00 P. M.
Commercial Savings Bank of Cumberland, Md.

THIS MORTGAGE, Made this 18th day of October, in the year nineteen hundred and forty-nine, by and between Agnes V. Moon, widow, of Allegany County, State of Maryland, of the first part, and The Commercial Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of Maryland, of the second part, WITNESSETH:

WHEREAS, the said party of the first part is justly and bona fide indebted unto the said The Commercial Savings Bank of Cumberland, Maryland, in the full and just sum of Five Thousand (\$5,000.00) Dollars, for which she has given her promissory note of even date herewith, payable on or before five years after date with interest at the rate of 6% per annum, in monthly payments on the principal and interest of not less than Seventy-Five (\$75.00) Dollars.

NOW THEREFORE, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, payable as aforesaid, the said party of the first part does bargain, sell, give, grant, convey, release and confirm unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the Northwestern side of Davidson Street, in the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows, to-wit:

Beginning for the same at the Northeast corner of the brick building situated at the intersection of the Westerly side of Davidson Street with the Southwesterly side of Cherry Alley in the City of Cumberland, the said point being the beginning of the second parcel of land described in a deed from George R. Hughes, Trustee, to Charles W. Rhind and Celestine H. Rhind, his wife, dated May 26, 1949, and recorded in Liber No.225, Folio 190, one of the Land Records of Allegany County, Maryland, thence with the Southwesterly side of Cherry Alley North 49 degrees 33 minutes West 79.85 feet to an iron pin; thence leaving Cherry Alley at right angles, South 40 degrees 27 minutes West 25 feet to an iron pin in the third line of the second parcel of the above deed; thence with part of the said third line, South 49 degrees 33 minutes East 79.85 feet to a point in the Westerly side of Davidson Street at the Southeast corner of the said brick house; thence with the Westerly side of Davidson Street, North 40 degrees 27 minutes East 25 feet to the beginning. The above described parcel is part of the second parcel of the above deed.

Being the same property conveyed by Charles W. Rhind et ux to the said Agnes V. Moon by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, this mortgage being given to secure part of the purchase price for said property. Reference to said deed is hereby made for a further description.

This mortgage shall also secure as of the date hereof, future advances made at the mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TO HAVE AND TO HOLD the above described property unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

PROVIDED, that if the said party of the first part, her heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Five Thousand (\$5,000.00) dollars and the interest thereon according to the true intent and meaning of the promissory note aforesaid as the same shall fall due and become payable. - and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured; all which taxes, mortgage debt and interest thereon, the said party of the first part hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his,

her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply -- first: - To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagor, her representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said party of the first part, her heirs or assigns.

AND the said party of the first part further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Five Thousand (\$5,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Attest: William C. Dudley

Agnes V. Moon (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY, that on this 18th day of October in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Agnes V. Moon, widow, and acknowledged the foregoing mortgage to be her act and deed; and at the same time, before me, also personally appeared George C. Cook, cashier of The Commercial Savings Bank of Cumberland, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said Corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

William C. Dudley, Notary Public.

Patrick J. Carolan, et ux.

Mortgage.

To
Liberty Trust Company, Cumberland, Md.

Filed and Recorded October 18th 1949 at 3:20 P. M.

(Stamps \$6.60)

THIS MORTGAGE, made this 18th day of October, in the year nineteen hundred and forty-nine, by and between Patrick J. Carolan and Anna Carolan, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

WHEREAS, the said Patrick J. Carolan and Anna Carolan, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Six Thousand (\$6,000.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro rata quarterly interest hereunder to be payable on December 31, 1949.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Patrick J. Carolan and Anna Carolan, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All the following described part of the Blaul property, situated at the corner of North Mechanic Street and Valley Street, Cumberland, namely:

Beginning for the same at the intersection formed by the easterly side of Valley Street with the southerly side of North Mechanic Street, and running thence with the Southerly side of North Mechanic Street, South 68 degrees 55 minutes East 39.9 feet to the Northwesterly corner of the concrete foundation of the four-story brick storage building, and running thence with the westerly face of said foundation wall and the same extended in a southerly direction, South 21 degrees 20 minutes West 125.6 feet to the northerly side of Wills Creek, thence up and with the northerly side of Wills Creek, North 65 degrees 45 minutes West 43.6 feet to the easterly side of Valley Street, thence with the easterly side of Valley Street, North 23 degrees 19 minutes East 48.4 feet, thence still with the easterly side of Valley Street, North 22 degrees 30 minutes East 75.6 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by The First National Bank of Cumberland, et al., by deed dated January 16, 1942, and recorded in Liber 192, Folio 517, of the Land Records of Allegany County, Maryland.

All those lots or parcels of land situated in the Cumberland Development Company's Ridgedale Addition to the City of Cumberland, Allegany County, Maryland, the same being designated on the plat and the table of courses and distances of said Addition as recorded among the Land Records of Allegany County, in Liber No. 123, Folio 1, as Lots Nos. 1 and 2 of Block No. 34 of said Addition and which said lots are more particularly described as follows:

Lot No. 1, Block No. 34: Beginning for the same at the intersection formed by the westerly side of Brown Avenue with the westerly side of Gephart Drive and running thence North 64 degrees 10 minutes West 66.7 feet to the easterly side of a fifteen foot alley, thence with the easterly side of said alley, North 40 degrees 26 minutes East 95.7 feet to its intersection with the westerly side of aforesaid Gephart Drive, thence with the westerly side of Gephart

To Mortgagee, City of Cumberland, Md. Oct. 18, 1949

Drive, South 1 degree 25 minutes West 102.8 feet to the place of beginning.

Lot No. 2, Block No. 34: Beginning for the same at the intersection formed by the westerly side of Gephart Drive with the westerly side of Brown Avenue, said point being also at the beginning of Lot No. 1 and running thence with the westerly side of said Brown Avenue, South 26 degrees 30 minutes West 27½ feet, thence North 64 degrees 10 minutes West 73 feet to the easterly side of a fifteen foot alley, thence with the easterly side of said alley, North 40 degrees 26 minutes East 28 feet to the end of the first line of Lot No. 1, thence reversing said first line, South 64 degrees 10 minutes East 66.7 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by the following deeds, namely: deed from Henry Mullaney et ux., dated June 8, 1938, and recorded in Liber 180, Folio 599, of the Land Records of Allegany County, Maryland, and deed from The Liberty Trust Company, dated October 13, 1938, and recorded in Liber 183, Folio 174, of said Land Records.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Six Thousand (\$6,000.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event

the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Six Thousand (\$6,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Attest: Patrick J. Carolan (SEAL)
Celestine H. Rhind Anna Carolan (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 18th day of October, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Patrick J. Carolan and Anna Carolan, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)
My Commission Expires May 7, 1951.

Celestine H. Rhind, Notary Public

Tina L. LeGraune, et al.

To

Family Finance Corporation

Account No. 15877 - Actual Amount of this Loan \$300.00.

Cumberland, Maryland, October 19, 1949.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Mortgagors do by these presents bargain, sell and convey to Family Finance Corporation, Vogel Building, 121 Balto.

Chattel Mortgage.

Filed and Recorded October 20, 1949 at 8:30 A. M.

To Mortgagee City Oct 28 1949

Richard A. Johnson, et ux.

Mortgage.

To

Filed and Recorded October 20th 1949 at 9:05 A. M.

Liberty Trust Company, Cumberland, Md.

(Stamps \$2.20)

THIS MORTGAGE, Made this 14th day of October, in the year nineteen hundred and Forty-Nine, by and between Richard A. Johnson and Helen M. Johnson, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgage. WITNESSETH:

WHEREAS, the said Richard A. Johnson and Helen M. Johnson, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Twenty-Four Hundred (\$2400.00) dollars payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31st, 1949.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Richard A. Johnson and Helen M. Johnson, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said the Liberty Trust Company, its successors and assigns, the following property, to-wit:

First: All those three lots or parcels of land situated on the Westerly side of South Centre Street in the City of Cumberland, in Allegany County, State of Maryland, known and designated as Lots Nos. 5, 6 and 7, on the Plat of the sub-division of property of the Johnson, Stewart and Walsh Company, prepared August 24, 1923, by Leander Schaidt, C. E., and recorded among the Land Records of Allegany County, Maryland, said lots being more particularly described as follows, to-wit:

BEGINNING for the same at a point on the Westerly side of South Centre Street, said point being at the end of the first line of the first parcel of land described in a deed from the Johnson Stewart and Walsh Company to William E. Walsh and Clara W. Seaver, dated August 29, 1923, and recorded among the Land Records of Allegany County, and running thence with said Westerly side of South Centre Street, South 18 degrees East 30 feet to the end of the first line of the second parcel of land described in a deed from the Johnson, Stewart and Walsh Company to William E. Walsh and Clara W. Seaver, dated August 29, 1923, and recorded among the Land Records of Allegany County, then with the second line of said second parcel aforesaid, South 72 degrees and 34 minutes West 77-2/100 feet to intersect the fourth line of the deed from William E. Walsh, Trustee, to William L. Claar, dated December 21, 1911, and recorded among the Land Records of Allegany County aforesaid, in Liber 109, Folio 167, one of said Records, then with the fourth line of said Claar deed reversed North 17 degrees and 55 minutes West 30 feet to the end of the second line of the aforesaid first parcel of land described

in the aforesaid deed from the Johnson, Stewart and Walsh Company to William E. Walsh and Clara W. Seaver, and then with the said second line of the first parcel of land reversed, North 72 degrees and 34 minutes East 76-97/100 feet to the place of beginning.

Second: All those three lots, pieces or parcels of land situated on the Westerly side of South Centre Street, Cumberland, Allegany County, Maryland, and known and distinguished as Lots Nos. 8, 9 and 10 on the Plat of the sub-division of the property of The Johnson, Stewart and Walsh Company, prepared August 24, 1923, by Leander Schaidt, C. E., and recorded among the Land Records of Allegany County, said three lots being more particularly described as a whole as follows:

BEGINNING for the same at the end of the first line of the deed from The Johnson, Stewart and Walsh Company of Allegany County, Maryland, to The Cumberland Real Estate Company of Allegany County, Maryland, dated September 17, 1923, and recorded among the Land Records of Allegany County, and running thence with the Westerly side of South Centre Street, South 18 degrees East 30 feet, thence South 72 degrees 34 minutes West 76.97 feet to intersect the fourth line of the deed from William C. Walsh, Trustee, to William L. Claar, dated December 21, 1911, and recorded among the aforesaid Land Records in Liber No. 109, Folio 167, then with the said fourth line of said Claar deed reversed, North 17 degrees 55 minutes West 30 feet to the end of the second line of the aforesaid deed to The Cumberland Real Estate Company of Allegany County, Maryland, then with the second line of said last mentioned deed, reversed, North 72 degrees 34 minutes East 76.93 feet to the place of beginning.

It being the same property conveyed by Austin G. Layton and Mabel Viola Layton, his wife, to Richard A. Johnson and Helen M. Johnson, his wife, by deed dated the 25th day of October, 1945, and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 205, Folio 650.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of twenty-four hundred dollars, together with the interest thereon, when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The

Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least twenty-four hundred dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Attest: Celestine H. Rhind

Richard A. Johnson (SEAL)

Helen M. Johnson (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 14th day of October, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Richard A. Johnson and Helen M. Johnson, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner make oath that he is the President and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)
My Commission Expires May 7, 1951.

Celestine H. Rhind, Notary Public.

Harvey J. Heckler, et al

Mortgage

To

Filed and Recorded October 20th 1949 at 9:05 A. M.

Liberty Trust Company, Cumberland, Md.

(Stamps \$2.75)

THIS MORTGAGE, Made this 19th day of October, in the year nineteen hundred and forty-nine, by and between Harvey J. Heckler and Mary A. Heckler, his wife, and Julia V. MacPhee, widow, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee. WITNESSETH:

WHEREAS, the said Harvey J. Heckler and Mary A. Heckler, his wife, and Julia V. MacPhee, widow, stand indebted unto the said The Liberty Trust Company in the just and full sum of Two Thousand Seven Hundred (\$2,700.00) dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Harvey J. Heckler and Mary A. Heckler, his wife, and Julia V. MacPhee, widow, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot, piece or parcel of ground, situate, lying and being in the City of Cumberland, in Allegany County, in the State of Maryland, known and designated as Lot No. 75 on the Plat of The Cumberland Improvement and Investment Company's Southern Addition to Cumberland, Maryland, which said Plat is filed in Liber No. 84, Folio 39, one of the Land Records of Allegany County, Maryland, and which said Lot No. 75 is described as follows:

Beginning at the intersection of the South side of Third Street and the East side of Arch Street, and running with Arch Street, South 18 degrees 34 minutes West 40 feet, then parallel with Third Street, South 21 degrees 26 minutes East 100 feet to Hattie Alley and running with Hattie Alley, North 18 degrees 34 minutes East 40 feet to the South side of Third Street, then with Third Street, North 71 degrees 26 minutes West 100 feet to the beginning.

It being the same property which was conveyed unto Harvey J. Heckler and Mary A. Heckler, his wife, by Henry J. Waldron and wife, by deed dated September 5, 1919, and recorded in Liber 129, Folio 216, one of the Land Records of Allegany County. By deed dated June 11, 1932, and recorded in Liber 167, Folio 679, of said Land Records, the said Harvey J. Heckler and wife conveyed an undivided one-half interest in and to said property unto John Allan MacPhee and Julia V. MacPhee. The said John Allan MacPhee has since departed

this life, thus vesting the complete title in and to said property unto the Mortgagors above named.

It being also the same property which was conveyed unto Harvey J. Heckler and wife and John Allan MacPhee and wife by The County Commissioners of Allegany County, by deed dated March 2, 1937, and recorded in Liber 177, Folio 106, of said Land Records; the said John Allan MacPhee having since departed this life, thus, vesting the complete title in and to said property unto the mortgagors above named.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple, forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand Seven Hundred Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to

the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Two Thousand Seven Hundred Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Attest: Celestine H. Rhind

Harvey J. Heckler (SEAL)

Mary A. Heckler (SEAL)

Julia V. MacPhee (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY THAT on this 19th day of October, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Harvey J. Heckler and Mary A. Heckler, his wife, and Julia V. MacPhee, widow, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide, as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS whereof, I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)
My Commission Expires May 7, 1951.

Celestine H. Rhind, Notary Public.

Howard F. Van Horn, et ux.

Mortgage.

To

Filed and Recorded October 20th 1949 at 2:10 P. M.

F. Helene Goodfellow.

This purchase money mortgage, made this 14th day of October, in the year Nineteen Hundred and Forty-Nine, by and between Howard F. Van Horn and Mildred D. Van Horn, his wife, of Allegany County, in the State of Maryland, parties of the first part, and F. Helene Goodfellow, of Allegany County, in the State of Maryland, party of the second part,

WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the party of the second part in the full and just sum of Eight Thousand Dollars (\$8,000.00), together with interest at the rate of five and one-half per cent (5-1/2%) per annum, to be computed monthly which said sum, together with interest as aforesaid, shall be payable in monthly installments of not less than eighty dollars (\$80.00) each, commencing one month after the date hereof;

the parties of the first part shall have the right to pay the aforesaid sum at any time hereafter, in full, or in amounts equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland, (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, her heirs and assigns, the following property, to-wit:

ALL that lot or piece of ground situated in Election District No. 10, in the Town of Lonaconing, Allegany County, Maryland, it being known as Lot No. 10 in Atkinson and Peebles Addition and particularly described as follows, to-wit:

BEGINNING for the same at a stone standing 93 feet from the end of the third line of a tract of land conveyed by The Georges Creek Coal and Iron Company to Abraham D. Peebles and William Atkinson, by deed dated April 29, 1890, and running thence North 37-3/4 degrees East 62 feet; North 57 degrees West 157 feet; South 33 degrees West 60 feet to an alley 15 feet wide; thence with said alley South 57 degrees East to the place of beginning.

IT being the same property which was conveyed to the said Howard F. Van Horn by deed of C. William Gilchrist, et al, receivers, dated of even date herewith, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage, which is given to secure part of the purchase price thereof, and is a purchase money mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, her executor, administrator or assigns, the aforesaid sum of Eight Thousand Dollars (\$8,000.00), together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, her heirs, executors, administrators and assigns, or Cobey, Carscaden and Gilchrist, its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be

at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Thousand and 00/100 dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of her or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness the hands and seals of said mortgagors.

Witness: Ruth E. O'Donnell
Ruth E. O'Donnell

Howard F. Van Horn (SEAL)
Mildred D. Van Horn (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HER BY CERTIFY, That on this 14th day of October, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Howard F. Van Horn and Mildred D. Van Horn, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared D. Clifford Goodfellow, agent for F. Helene Goodfellow, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Ruth E. O'Donnell, Notary Public.

Chattel Mortgage.

Benjamin W. Wright
To

Filed and Recorded October 20th 1949 at 10:30 A. M.

Cumberland Savings Bank

THIS CHATTEL MORTGAGE, made this 18th day of October, 1949, by and between Benjamin W. Wright, of Allegany County, Maryland, hereinafter called the Mortgagor, and Cumberland Savings Bank, of Cumberland, Maryland, hereinafter called the mortgagee,

WITNESSETH:

WHEREAS, the said Mortgagor stand indebted unto the said mortgagee in the full sum of \$1,073.70, payable in 10 successive monthly installments of \$100.00 each, and one payment of \$73.70, beginning one month after the date hereof, as is evidenced by his promissory note of even date herewith.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or Horace P. Whitworth, Jr. his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least

Four Thousand & 00/100 Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

Horace P. Whitworth, Jr.

Alvin R. Pence (Seal)

Edith M. Pence (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this Eighteenth day of October

in the year nineteen hundred and Forty Nine, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared Alvin R. Pence and Edith M. Pence, his wife,

and they acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Russell C. Otto and Ethel M. Otto his wife

the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Naoma Flanagan

Notary Public

Anna S. Hartung

To The Second National Bank of Cumberland

This Mortgage,

Made this 21st day of October

in the year Nineteen Hundred and Forty-Nine

Anna S. Hartung (divorced)

Mortgage

(Stamps \$3.85)

of Allegany

County, in the State of Maryland

part y of the first part, and The Second National Bank of Cumberland, A national banking corporation, with its principal place of business in Cumberland, Allegany County, Maryland,

part y of the second part, WITNESSETH:

Whereas, the said party of the first part is indebted unto the party of the second part in the full and just sum of Three Thousand Five Hundred Dollars (\$3,500.00) to be repaid with interest at the rate of five per cent (5%) per annum computed monthly on unpaid balances in payments of at least Fifty Dollars (\$50.00) monthly, the first monthly payment being due one month from the date of these presents, and each and every month thereafter until the whole principal together with the interest accrued thereon, is paid in full, said monthly payments to be applied first to the interest accruing, and then the balance thereof upon the principal, to secure which principal, together with the interest accruing thereon, these presents are executed.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Anna S. Hartung

does give, grant, bargain and sell, convey, release and confirm unto the said

THE SECOND NATIONAL BANK OF CUMBERLAND, its successors

and assigns, the following property, to-wit:

FIRST: All that lot or parcel of land lying on the Easterly side of Tilghman Street (formerly called Cemetery Street) in the City of Cumberland, Allegany County, Maryland, being a part of the Rose Hill Estate and described as follows:

BEGINNING for the same at a point on the East side of Tilghman Street, distant 138 feet North from the intersection of the North Side of Fayette Street with the East Side of Tilghman Street, and running thence with the East side of Tilghman Street, North 8.5 degrees East 700 feet to a sixteen foot alley, then with said alley, South 81.5 degrees East 25 feet, then North 81.5 degrees West 100 feet to the place of beginning.

IT BEING the same property which was conveyed to Anna S. Hartung by The Real Estate and Building Company of Cumberland, Maryland, by deed dated May 19, 1945, and recorded in Liber 205, folio 12 among the Land Records of Allegany County, Maryland.

SECOND: All that lot and parcel of land lying on the Easterly Side of Tilghman Street (formerly called Cemetery Street) in the City of Cumberland, Allegany County, Maryland, being a part of the Rose Hill Estate and described as follows:

BEGINNING for the same at a point on the East Side of Tilghman Street, distant 138 feet North from the intersection of the North Side of Fayette Street with the East Side of Tilghman Street, said point being also the beginning of a deed dated May 19th, 1945, from The Real Estate and Building Company of Cumberland, Md. to Anna S. Hartung and recorded in Liber 205 folio 12 among the Land Records of Allegany County, Maryland, and running thence with the fourth line of the aforesaid deed reversed, South 81.5 degrees East 100 feet to an eight foot alley, then with the West Side of said alley, South 8.5 degrees West 25 feet to a thirteen foot alley, then with the North Side of said alley, North 81.5 degrees West 100 feet to Tilghman Street, then with the East Side of Tilghman Street, North 8.5 degrees East 25 feet to the beginning.

IT BEING the same property which was conveyed to Anna S. Hartung by The Real Estate and Building Company of Cumberland, Md., by deed dated September 15, 1949, and recorded in Liber 226, folio 367 among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Anna S. Hartung

her heirs, executors, administrators or assigns, do and shall pay to the said

The Second National Bank of Cumberland, its successors

or assigns, the aforesaid sum of Three Thousand Five Hundred Dollars (\$3,500.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Anna S. Hartung, divorced

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Anna S. Hartung

hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

The Second National Bank of Cumberland, its successors

~~and assigns, or~~ Gorman E. Getty his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Anna S. Hartung her heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor her representatives, heirs or assigns.

And the said Anna S. Hartung

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its

assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Five Hundred Dollars (\$3,500.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors ~~heirs~~ or assigns, to the extent of its ~~heirs~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest Anna S. Hartung (Seal)

J. H. Mosner (Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, that on this 21st day of October

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Anna S. Hartung divorced

and -- acknowledged the foregoing mortgage to be her act and deed; and at the same time before me also personally appeared Joseph M. Naughton, President of The Second National Bank of Cumberland the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) Chas. E. Shaw Notary Public

James A. McCourt et ux To Filed and Recorded October 22nd 1949 at 10:20 A.M. Mortgage
Nina Powers Biehn (Stamps \$1.65)

This Mortgage, Made this 21st day of October

in the year Nineteen Hundred and Forty-nine, by and between

James A. McCourt and A. Catherine McCourt his wife,

of Mineral County, in the State of West Virginia

parties of the first part, and Nina Powers Biehn

of Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, The Parties of the First Part are justly and bona fide indebted unto the Party of the Second Part in the full and just sum of One Thousand Seven Hundred Fifty (\$1,750.00) Dollars and which said sum is to be repaid at the rate of Twenty-five Dollars (\$25.00) per month, the first of which said monthly payments shall become due and payable upon the 1st day of January, 1950, and monthly thereafter upon the first day of each succeeding month until the said sum of One Thousand Seven Hundred Fifty (\$1,750.00) Dollars is fully paid, with the right reserved, however, unto the said Mortgagors to prepay any or all of said principal sum at any time prior to maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said James A. McCourt and A. Catherine McCourt his wife

do give, grant, bargain and sell, convey, release and confirm unto the said Nina Powers Biehn, her

heirs and assigns, the following property, to-wit:

All those lots, pieces, or parcels of land situate, lying and being on the Westerly side of Fort Hill Avenue, Cumberland, Maryland, known and designated as Lots Nos. 1 and 2, Block No. 7 as shown on the plat of Fort Hill Addition, dated July 23, 1921, and which said plat is recorded in Plat Case Box No. 58, one of the Land Records of Allegany County, which said lots are more particularly described as a whole as follows, to wit:

BEGINNING for the said lots at the intersection of the Westerly side of Fort Hill Avenue and the Northerly side of a 10-foot reversed alley; and running thence with said Avenue, North 20 degrees West 65.8 feet to the dividing line between Lots Nos. 2 and 3, Block No. 7 in said Addition; thence with said dividing line South 70 degrees West 70 feet to said first-named alley; and thence with said alley to the place of beginning.

The aforesaid property is the same property which was conveyed by deed dated the 30th day of June, 1948, by Frederick Franklin Wandless and Annie M. Wandless, his wife, unto the said James A. McCourt and A. Catherine McCourt his wife, and which said deed is recorded in Liber No. 221, folio 675, one of the Land Records of Allegany County, Maryland, a specific reference to which said deed is hereby made for a fuller and more particular description of the lands hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said James A. McCourt and A. Catherine McCourt, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Nina Powers Biehn, her

executor, administrator or assigns, the aforesaid sum of One Thousand Seven Hundred Fifty (\$1,750.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Dated Filed
To File & Mangle City Clk
Oct. 27 19 49

And it is Agreed that until default be made in the premises, the said

James A. McCourt and A. Catherine McCourt, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

James A. McCourt and A. Catherine McCourt, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

Nina Powers Biehn, her

heirs, executors, administrators and assigns, or Earl Edmund Manges, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

James A. McCourt and A. Catherine McCourt, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said James A. McCourt and A. Catherine McCourt, his wife

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her

assigns, the improvements on the hereby mortgaged land to the amount of at least

One Thousand Seven Hundred Fifty (\$1,750.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of her ~~xxxx~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor

Attest Earl E. Manges
Earl E. Manges

James A. McCourt (Seal)

A. Catherine McCourt (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 21st day of October

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

James A. McCourt and A. Catherine McCourt, his wife,

and each acknowledged the foregoing mortgage to be his and her respective act and deed; and at the same time before me also personally appeared Nina Powers Biehn

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Earl Edmund Manges

Notary Public

#####

J. Howard Brinkman et ux

To The Second National Bank of Cumberland, Maryland

Filed and Recorded October 21st 1949 at 12:10 P.M.

Mortgage

(Stamps \$3.30)

This Mortgage, Made this -- day of October

in the year Nineteen Hundred and forty-nine

, by and between

J. Howard Brinkman and Nina Brinkman his wife,

of Allegany County, in the State of Maryland

parties of the first part, and The Second National Bank of Cumberland, Maryland, a banking corporation duly incorporated under the laws of the United States,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part the full and just sum of Three Thousand Dollars (\$3,000.00) to be repaid with interest at the rate of 5% per annum computed monthly, by the payment of at least Thirty-five Dollars (\$35.00) monthly; said payments to be applied first to interest and the balance to principal. The first of said monthly payments to be due and payable one (1) month from the date hereof, and to continue monthly until the amount of principal and interest is fully paid;

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said J. Howard Brinkman and Nina Brinkman his wife

do give, grant, bargain and sell, convey, release and confirm unto the said The Second National Bank of Cumberland, Maryland, its successors

~~xxxx~~ and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the northerly side of Cumberland Street in the City of Cumberland known and designated as the Easterly one-half of each of Lots Nos. 310, 311, 312, and 313 on Map No. 5 of Camp Hill Estate, and more particularly described as follows, to wit:

BEGINNING for the said parcel of land at the intersection of the Northerly side of Cumberland Street with the Westerly side of Carroll Street, and running thence with the northerly side of Cumberland Street in a Westerly direction 54 feet; then parallel with Carroll Street in said map and running thence with said parcel of land in a northerly direction 100 feet to the southerly line of Lot No. 309, on Cumberland Street in an easterly direction 54 feet to the Westerly side of Carroll Street; and with said side of said street in a southerly direction 100 feet to the place of beginning. and Nina Brinkman

It being the same property which was conveyed to the said J. Howard Brinkman, his wife, by A. Marteen Manges, Trustee, by deed dated October 6, 1948, and recorded in Liber 223, folio 140, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said J. Howard Brinkman and Nina Brinkman his wife, their heirs, executors, administrators or assigns, do and shall pay to the said The Second National Bank of Cumberland, Maryland, its successors ~~xxxx~~ or assigns, the aforesaid sum of Three Thousand Dollars (\$3,000.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed
To Notary Public
Oct 27 19 49

And it is Agreed that until default be made in the premises, the said

J. Howard Brinkman and Nina Brinkman, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

J. Howard Brinkman and Nina Brinkman his wife,
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

The Second National Bank of Cumberland, Maryland, its successors

~~and assigns, or William J. Gunter its~~
~~attorney or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have~~

been then matured or not; and as to the balance, to pay it over to the said

J. Howard Brinkman and Nina Brinkman his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, ~~and~~ their representatives, heirs or assigns.

And the said J. Howard Brinkman and Nina Brinkman, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Three Thousand and 00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, their successors ~~and~~ assigns, to the extent of --- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest Angela W. McClure J. Howard Brinkman (Seal)

Angela W. McClure Nina Brinkman (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this -- day of October

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

J. Howard Brinkman and Nina Brinkman, his wife,

and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared John H. Mosner Cashier of The Second National Bank of Cumberland, Maryland the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Chas. C. Shaw

Notary Public

George Hochard et ux
To

Filed and Recorded October 21st 1949 at 10:55 A.M.

Mortgage

James Sleeman et ux

This Mortgage,

Made this 24th day of September

(Stamps \$2.75)

in the year Nineteen Hundred and Nine, by and between

George Hochard and Roselen Hochard, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and James Sleeman and Edith Sleeman, his wife

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, The parties of the first part are justly and bona fide indebted unto the parties of the second part in the full and just sum of Two Thousand Five Hundred Dollars, (\$2,500.00) which said sum the parties of the first part promise to pay to the order of the parties of the second part in consecutive monthly installments of not less than Twenty-five Dollars, (\$25.00) a month, and interest at the rate of Six Per Centum (6%) Per Annum, adjustments to be made semi-annually until the full sum of Two Thousand Five Hundred Dollars, (\$2,500.00) and interest has been paid and satisfied.

The sum hereby secured being in part purchase money for the hereinafter described property, and is therefore, a Purchase Money Mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

parties of the second part, their heirs and assigns, the following property, to-wit:

All that piece or parcel of land, situated in Election District No. 28, near Frostburg, Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same on the South side of road leading from Frostburg, to Midlothian, known as Midlothia Road; said point being on the division line between property of James Brady and Consolidation Coal Company, and being South 34 degrees and 7 minutes West 466 feet from Coern and Consolidation Coal Company; then leaving said road and running with said division line, South 34 degrees 7 minutes West 244 feet; then leaving said division line and running North 59 degrees 20 minutes West 50 feet; North 17 degrees 10 minutes East 150 feet to the South side of beforementioned road; then with said road, North 77 degrees 35 minutes East 140 feet to the beginning, Containing 36/100 of an acre more or less.

IT BEING the same property which was conveyed unto the said George Hochard and Roselen Hochard, his wife, by Alleene Oss Plummer and Francis John Daniel Plummer, her husband, by deed dated June 21, 1947, and recorded in Liber 215, folio 515, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said

parties of the second part, their heirs executor s, administrator s or assigns, the aforesaid sum of Two Thousand Five Hundred Dollars, (\$2,500.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Edw. J. Ryan City Clerk
Oct 27 19 49

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or Edward J. Ryan, at his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor.s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Thousand Five Hundred Dollars (\$2,500.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee.s, their heirs or assigns, to the extent of --- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee.s, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest

Edw. J. Ryan

George Hochard (Seal)

Roselen Hochard (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 24th day of September

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared George Hochard and Roselen Hochard, his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared James Sleeman and Edith Sleeman, his wife, the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Edward J. Ryan

Notary Public

George W. Nycum et ux

To Scott Alt, Trustee

Filed and Recorded October 24th 1949 at 2:10 P.M.

Mortgage

This Mortgage,

Made this 21st day of October

in the year Nineteen Hundred and Forty-Nine

George W. Nycum and Lavina V. Nycum, his wife

of Allegany County, in the State of Maryland

parties of the first part, and Scott Alt, of Hampshire County, State of West Virginia, Trustee for the use and benefit of Gladys G. (Wilson) Bain, Russell J. Alt, Mary E. (Sanders) Johns, Galon D. Alt, Victor A. Alt, Dorothy M. Alt, and Archie R. Alt

party of the second part, WITNESSETH:

Whereas, the parties of the first part are jointly and severally indebted unto the party of the second part in the full and just sum of Six Hundred Dollars (\$600.00) as is evidenced by their joint and several promissory note of even date made payable to the order of the party of the second part in the sum of \$600.00 within two years after date, together with interest thereon at the rate of six per cent per annum, interest being payable semi-annually as it accrues.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said George W. Nycum and Lavina V. Nycum, his wife

do give, grant, bargain and sell, convey, release and confirm unto the said Scott Alt, Trustee, his

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground situated near the Valley Road about one-half mile northeasterly of the City of Cumberland, Allegany County, Maryland, being known as Lot No. 33 of Section "B" as shown on the amended plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland, and more particularly described as follows, to-wit:

BEGINNING for the same at a point on the southerly side of Ore Street at the end of the first line of Lot No. 32 and running thence with the southerly side of Ore Street North 49 degrees 35 minutes West 40 feet, then south 40 degrees 25 minutes West 245 feet, more or less, to the land of George D. Martain, then with the division line between the land of George D. Martain and the land of Winner Bowman in an easterly direction 40 feet, more or less, to the end of the second line of Lot No. 32 then with said second line reversed North 40 degrees 25 minutes East 250 feet, more or less, to the beginning.

This being the same property which was conveyed by Thomas Lohr Richards, Trustee in No. 21,328 Equity, unto the said George W. Nycum and Lavina V. Nycum his wife, by deed of even date and recorded simultaneously with the recordation of this mortgage herein, this being a Purchase Money Mortgage.

The above described property is improved by a small dwelling house.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said George W. Nycum and Lavina V. Nycum, his wife their heirs, executors, administrators or assigns, do and shall pay to the said

Scott Alt, Trustee, his executor.s, administrator.s or assigns, the aforesaid sum of Six Hundred Dollars (\$600.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Deeded High To Mfg. Supply Store Wm Oct 27 19 49

And it is Agreed that until default be made in the premises, the said _____
 George W. Nycum and Lavina V. Nycum, his wife,
 may hold and possess the aforesaid property, upon paying in
 the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
 mortgage debt and interest thereon, the said _____ George W. Nycum and Lavina V. Nycum, his wife,
 hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the
 interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort-
 gage, then the entire mortgage debt intended to be hereby secured shall at once become due and
 payable, and these presents are hereby declared to be made in trust, and the said _____

Scott Alt, Trustee, his

heirs, executors, administrators and assigns, or Thomas Lohr Richards
 his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at
 any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
 and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
 or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
 days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-
 land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
 from such sale to apply first to the payment of all expenses incident to such sale, including all
 taxes levied, and a commission of eight per cent. to the party selling or making said sale;
 secondly, to the payment of all moneys owing under this mortgage, whether the same shall have
 been then matured or not; and as to the balance, to pay it over to the said _____

George W. Nycum and Lavina V. Nycum, his wife, their heirs or assigns, and
 in case of advertisement under the above power but no sale, one-half of the above commission
 shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said _____ George W. Nycum and Lavina V. Nycum his wife,

_____ further covenant to
 insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
 company or companies acceptable to the mortgagee or _____ his

assigns, the improvements on the hereby mortgaged land to the amount of at least _____
 Six Hundred _____ Dollars,
 and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of
 fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent
 of _____ their lien or claim hereunder, and to place such policy or policies forth-
 with in possession of the mortgagee, or the mortgagee may effect said insurance and collect
 the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s

Attest Joan B. Ghost _____ George W. Nycum (Seal)
 Joan B. Ghost _____ Lavina V. Nycum (Seal)
 _____ (Seal)
 _____ (Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this _____ 21st _____ day of _____ October

in the year nineteen hundred and _____ Forty-Nine _____, before me, the subscriber
 a Notary Public of the State of Maryland, in and for said County, personally appeared
 George W. Nycum and Lavina V. Nycum his wife,

and they _____ acknowledged the foregoing mortgage to be _____ their _____ act and deed; and
 at the same time before me also personally appeared Thomas Lohr Richards Attorney and agent for
 Scott Alt, Trustee,
 the within named mortgagee and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
 (Notarial Seal)

Joan B. Ghost
 Notary Public

David Powell et ux _____ Filed and Recorded October 25th 1949 at 11:30 A.M. Mortgage
 To _____
 G. Dud Hocking

Chia Mortgage, Made this _____ 1st _____ day of _____ October
 PURCHASE MONEY in the year Nineteen Hundred and _____ forty-nine _____, by and between

David Powell and Pauline Powell, his wife,

of _____ Allegany _____ County, in the State of _____ Maryland
 parties _____ of the first part, and G. Dud Hocking

of _____ Allegany _____ County, in the State of _____ Maryland
 part _____ y _____ of the second part, WITNESSETH:

Whereas, the parties of the first part are justly and bona fide indebted unto the said
 G. Dud Hocking, the party of the second part, in the full sum of One Thousand Two Hundred Fifty
 (\$1,250.00) Dollars, with interest at the rate of Five per centum (5%) per annum for which amount
 the parties of the first part have signed and delivered to the party of the second part, their
 promissory note bearing even date herewith and payable in monthly installments of Twenty-five
 (\$25.00) Dollars commencing on the 1st day of November, 1949, and on the 1st day of each month
 thereafter until the principal and interest are fully paid, except that the final payment of
 principal and interest, if not sooner paid, shall be due and payable on the 1st day of October,
 1954.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible
 at the date hereof.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid,
 and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
 together with the interest thereon, the said _____ David A. Powell and Pauline Powell, his wife,

do _____ give, grant, bargain and sell, convey, release and confirm unto the said
 G. Dud Hocking his

heirs and assigns, the following property, to-wit:
 ALL THAT LOT, piece or parcel of ground situate, lying and being on the North side of Mt.
 Pleasant Street in the Town of Frostburg, Allegany County, Maryland, and particularly described
 as follows, to-wit:

BEGINNING for the same at a peg standing on the North side of said Mt. Pleasant Street
 in said Town of Frostburg, Maryland, said peg stands at the end of the first line of a deed from
 George D. Hocking, widower, to Walter Powell et ux of even date herewith and intended to be re-
 corded among the Land Records of Allegany County, Maryland, thence running with the second line
 and third line of said deed North 29 degrees 00 minutes West 79.0 feet; thence North 31 degrees
 48 minutes West 101.75 feet to the Little Pike or road leading to the C & P Railroad depot; thence
 running with said road North 58 degrees 15 minutes East 75.00 feet to the end of the second line
 of a deed from G. D. Hocking to William Lannan dated May 20, 1899, and recorded in Liber No. 85
 folio 255, one of the Land Records of Allegany County, Maryland; thence running with said second
 line reversed, South 30 degrees 15 minutes East 180.5 feet to Mt. Pleasant Street and running
 with said Street South 59 degrees 05 minutes West 71.0 feet to the place of beginning, contain-
 ing .3 acre, more or less.

BEING A PART of the property conveyed to George D. Hocking by deed from Howard Hitchins and
 others dated November 16, 1893, and recorded in Liber No. 74, folio 608, one of the Land Records
 of Allegany County, Maryland.

BEING ALSO THE same property which was conveyed to the said David Powell and Pauline Powell,
 his wife, by deed from the said George D. Hocking, widower, of even date herewith, which said
 deed is intended to be recorded among said Land Records simultaneously with this mortgage which
 is executed to secure a part of the purchase price of the within described property and is in
 whole a Purchase Money Mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters,
 privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said
 party of the second part, his
 executors, administrators or assigns, the aforesaid sum of One Thousand Two Hundred Fifty
 (\$1,250.00) Dollars
 together with the interest thereon, as and when the same shall become due and payable, and in
 the meantime do and shall perform all the covenants herein on _____ their _____ part to be
 performed, then this mortgage shall be void.

Compared and Mailed _____
 To _____
 Oct 27 1949

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, his

heirs, executors, administrators and assigns, or Albert A. Doub, at his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least

One Thousand Two Hundred Fifty (\$1,250.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his interest or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand s and seal s of said mortgagor s

Attest

Rachel Knieriem

David Powell

(Seal)

Pauline Powell

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 1st day of October

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

David Powell and Pauline Powell his wife

and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared G. Dud Hocking

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Rachel Knieriem

Notary Public

Walter Powell Jr et ux

To G. Dud Hocking

This Mortgage,

PURCHASE MONEY

in the year Nineteen Hundred and Forty-nine

Filed and Recorded October 25 " 1949 at 11:30 A.M.

Mortgage

Made this 1st day of October

by and between Walter Powell Jr and Mary Ann Powell his wife

of Allegany County, in the State of Maryland parties of the first part, and G. Dud Hocking

of Allegany County, in the State of Maryland part y of the second part, WITNESSETH:

Whereas, the parties of the first part are justly and bona fide indebted unto the said G. Dud Hocking the party of the second part, in the full sum of One Thousand Two Hundred Fifty (\$1,250.00) Dollars, with interest at the rate of Five Per Centum (5%) per annum, for which amount the parties of the first part have signed and delivered to the party of the second part, their promissory note bearing even date herewith and payable in monthly installments of Twenty-five (\$25.00) dollars commencing on the 1st day of November, 1949, and on the 1st day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 1st day of October, 1954.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Walter Powell Jr. and Mary Ann Powell his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said G. Dud Hocking his

heirs and assigns, the following property, to-wit:

ALL THAT LOT, piece or parcel of ground situate lying and being on the North side of Mt. Pleasant Street in the Town of Frostburg, Allegany County, Maryland, and particularly described as follows, to-wit:

BEGINNING for the same at a peg driven in the ground at the end of the third line of a deed from G. D. Hocking to George Garfield Jeffries dated Feb. 28, 1923, and recorded in Liber No. 142 folio 605, among the Land Records of Allegany County, Maryland, said peg also stands on the North side of Mt. Pleasant Street in said Town of Frostburg, Maryland; thence running with the North side of said Street North 59 degrees 05 minutes East 78.5 feet to a peg; thence North 29 degrees West 79.0 feet to a peg; thence North 31 degrees 48 minutes West 101.75 feet to a peg on the South side of the Little Pike, a road leading to the Cumberland and Pennsylvania Railroad depot; thence running with said road South 58 degrees 15 minutes West 75.0 feet, the beginning corner of the aforesaid George Jeffries Lot; and running thence with the fourth line of said deed reversed, South 30 degrees 15 minutes East 181.0 feet to the place of beginning, containing .31 acre, more or less.

BEING A PART of the property conveyed to George D. Hocking by deed from Howard Hitchens and others dated November 16, 1893, and recorded in Liber No. 74 folio 608, one of the Land Records of Allegany County, Maryland.

BEING ALSO THE SAME property which was conveyed to the said Walter Powell, Jr. and Mary Ann Powell, his wife, by deed from the said George D. Hocking, widower, of even date herewith, which said deed is intended to be recorded among said Land Records simultaneously with this mortgage which is executed to secure a part of the purchase price of the within described property and is, in whole, a Purchase Money Mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his

executors, administrators or assigns, the aforesaid sum of One Thousand Two Hundred Fifty (\$1,250.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed
To John Hocking Bank
Frostburg Md 2-19-49

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, his

heirs, executors, administrators and assigns, or Albert A. Doub, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his

assigns, the improvements on the hereby mortgaged land to the amount of at least

One Thousand Two Hundred Fifty (\$1,250.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his ~~liability~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s.

Attest

Walter Powell Jr. (Seal)

Rachel Knieriem

(Seal)

Mary Ann Powell

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 1st day of October

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Walter Powell Jr and Mary Ann Powell his wife

and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared G. Dui Hocking

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Rachel Knieriem

Notary Public

Bowling Green Volunteer Fire Department Inc. Filed and Recorded October 25 1949 at 3:10 P.M. Mortgage

Ralph G. Cover et ux

This Mortgage,

Made this 1st day of September

in the year Nineteen Hundred and Forty-nine

, by and between Bowling Green Volunteer Fire Department Inc. a corporation duly incorporated under the laws of the State of Maryland,

of Allegany County, in the State of Maryland

part y of the first part, and Ralph G. Cover and Ethel M. Cover, his wife,

of Allegany

County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, The said party of the first part is justly and bona fide indebted unto the said parties of the second part in the full and just sum of Forty-six hundred and forty dollars, (\$4640.00) and to secure the payment, together with the interest thereon when and as the same may become due and payable, this mortgage is given.

The Mortgagor further agrees to pay to said Mortgagee the sum of One thousand and forty dollars (\$1040.00) on or before November 1st, 1950; the sum of One Thousand Dollars (\$1000.00) on or before January 27th, 1951; the sum of One Thousand Dollars (\$1000.00) on or before January 27th 1952 and the sum of Sixteen Hundred Dollars (\$1600.00) on or before January 27th, 1953 and interest to be adjusted accordingly.

This mortgage is written for a term of five years from its date and after the expiration of said five years if not paid the mortgage shall continue in force under the same terms and conditions as written until called by said Mortgagees, their heirs or assigns.

It is understood and agreed by the parties to this mortgage that the principal sum of said mortgage debt shall bear interest at the rate of six per centum (6%) per annum, payable annually.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part

does give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All those certain pieces or parcels of ground situated in Cover's Addition, Bowling Green, Allegany County, Maryland, known as Lots Nos. 33, 34, 35 and 36, and being more particularly described as follows, to-wit:

LOT NO. 33: BEGINNING at the end of the third line of Lot No. 32 and thence reversing said third line North 7 degrees 20 minutes West 100 feet to a 15 foot alley, thence with said alley North 82 degrees 40 minutes East 40 feet, thence South 7 degrees 20 minutes East 100 feet to the Northerly line of Walnut Street, thence with said Northerly line South 82 degrees 40 minutes West 40 feet to the beginning.

Lot No. 34: BEGINNING at the end of the third line of Lot No. 33 and thence reversing said third line North 7 degrees 20 minutes West 100 feet to a 15 foot alley, thence with said alley North 82 degrees 40 minutes East 40 feet, thence South 7 degrees 20 minutes East 100 feet to the Northerly line of Walnut Street, thence with said Northerly line South 82 degrees 40 minutes West 40 feet to the beginning.

LOT NO. 35 BEGINNING at the end of the third line of Lot No. 34 and thence reversing said third line North 7 degrees 20 minutes West 100 feet to a 15 foot alley, thence with said alley North 82 degrees 40 minutes East 40 feet, thence South 7 degrees 20 minutes East 100 feet to the Northerly line of Walnut Street, thence with said Northerly line South 82 degrees 40 minutes West 40 feet to the beginning.

LOT NO. 36: BEGINNING at the end of the third line of Lot No. 35 and thence reversing said third line North 7 degrees 20 minutes West 100 feet to a 15 foot alley, thence with said alley North 82 degrees 40 minutes East 40 feet, thence South 7 degrees 20 minutes East 100 feet to the Northerly line of Walnut Street, thence with said Northerly line South 82 degrees 40 minutes West 40 feet to the beginning.

It being the same property conveyed by Ralph G. Cover and Ethel M. Cover his wife, to the Bowling Green Volunteer Fire Department, Inc., by deed dated the --day of September, 1949, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage. This mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, its successors,

heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their

executor, administrator or assigns, the aforesaid sum of Forty-six hundred and forty dollars (\$4640.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

To Mr. R. G. Cover, 1047 1949

And it is Agreed that until default be made in the premises, the said party of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said _____

heirs, executors, administrators and assigns, or George W. Legge
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at
any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-
land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale;
secondly, to the payment of all moneys owing under this mortgage, whether the same shall have
been then matured or not; and as to the balance, to pay it over to the said
party of the first part its successors ~~and~~ its successors assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor its successors representatives, heirs or assigns.

And the said party of the first part.

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their further covenant to

assigns, the improvements on the hereby mortgaged land to the amount of at least _____

Forty-six hundred and forty (\$4640.00) Dollars,
and to cause the policy or policies issued therefore to be so framed or endorsed, as in case of
fires, to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent
of --- their lien or claim hereunder, and to place such policy or policies forth-
with in possession of the mortgagee s, or the mortgagee s may effect said insurance and collect
the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor BOWLING GREEN VOLUNTEER FIRE DEPARTMENT
(Corporate Seal) INC.
Attest BY Samuel S. Smith (Seal)
President
L. C. Millholland Jr. (Seal)
Secretary

State of Maryland.

Allegany County, to wit:

I hereby certify, That on this 1st day of September

in the year nineteen hundred and forty-nine, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared Samuel S. Smith, President of Bowling Green Volunteer Fire Department Inc. and did acknowledge the foregoing mortgage to be the corporate act of said body

at the same time before me also personally appeared Ralph G. Cover and Ethel M. Cover his wife

the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Gerald L. Harrison

Notary Public

Cumberland, Maryland April 26, 1950

For Value Received, we hereby release the within and foregoing mortgage.
Witness our Hands and seals the 28th day of April 1914.

Witness:

Betty June Beachy

Ralph E. Cover

Ethel M. Cover

4/29/50

Richard B. Bartlett Sr. et ux
James T. Kenney et ux
Filed and Recorded October 25th 1949 at 10:30 A.M.
Mortgage
(Stamps \$2.75)

Richard P. Bartlett Sr. and Will-Fred Hendrickson Bartlett his wife

of Allegany County, in the State of Maryland
part ies of the first part, and James T. Kenney and Gladys L. Kenney, his wife,

of Allegany County, in the State of Maryland
part ies of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly and bona fide indebted to the said parties of the second part in the full and just sum of Two thousand, six hundred and forty two dollars and thirty two cents (\$2,642.32) and to secure the payment, together with the interest thereon, when and as the same may become due and payable, this mortgage is given. The Mortgagors further agree to pay to the said Mortgagees the sum of Seventy-five dollars (\$75.00) each and every month, accounting from the first day of November, 1949, and payable on the first day of each succeeding month thereafter said payment of Seventy-five dollars shall include interest on principal sum of said mortgage debt and calculated at the rate of five percent (5%) per annum. This mortgage is written for a period of one year from its date and after the expiration of said year if not paid the mortgage shall continue in force under the same terms and conditions as written until called by said Mortgagees, their heirs or assigns.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground situated in the City of Cumberland, Allegany County, Maryland, known as part of Lot No. 29 as shown on the map of Edgewood Park addition to Cumberland, Maryland, recorded in Plat Box No. 106 one of the Land Records of Allegany County, Maryland, which said part of Lot No. 29 is more particularly described as follows, to-wit:

BEGINNING for the same at a point on the Easterly side of Piedmont Avenue distant North 25 degrees 42 minutes East 75 feet from the intersection of the Northerly side of Elmwood Lane with the Easterly side of Piedmont Avenue, said point of beginning being also the end of the first line in the deed from Edgewood Park Development Company to Robert Burkett and Gladys W. Burkett, his wife, by deed dated the 2nd day of November, 1939, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 185, Folio 81, and running thence with the Easterly side of Piedmont Avenue, North 25 degrees 42 minutes East 45 feet to the end of the third line in the deed from Edgewood Park Development Company to Edward F. Hanlon and Ethel M. Hanlon, his wife, dated September 13, 1939, and recorded among the aforesaid Land Records in Liber No. 184, Folio 542, and running thence with said third line of said Hanlon deed reversed, South 64 degrees 18 minutes East 40 feet; thence South 25 degrees 42 minutes West 45 feet to the end of the second line in the aforesaid deed to Robert Burkett and Gladys W. Burkett, his wife; thence with said second line reversed, North 64 degrees 18 minutes West 40 feet to the place of beginning.

It being the same property conveyed by James T. Kenney and Gladys L. Kenney, his wife, to Richard P. Bartlett Sr. and Will-Fred Hendrickson Bartlett, his wife, by deed dated the 24 day of October, 1949, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This second mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their

parties of the second part, their executors, administrators or assigns, the aforesaid sum of Two thousand six hundred and forty dollars and thirty-two cents together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or George W. Legge his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least

Two thousand, six hundred and forty and 32/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent of his or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee s, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s.

Attest

Gerald L. Harrison

Richard P. Bartlett Sr. (Seal)

Will Fred Hendrickson Bartlett (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 24th day of October

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Richard P. Bartlett, Sr. and Will-Fred Hendrickson Bartlett,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared James T. Kenney and Gladys Kenney wife

the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Gerald L. Harrison

Notary Public

Earl W. Campbell

To

Filed and Recorded October 24 " 1949 at 8:30A.M.

Chattel Mortgage

Family Finance Corporation

(Stamps \$5.55)

THIS CHATTEL MORTGAGE, Made this 22 day of October 19 49 by Campbell, Mabel Ruth and Earl W. (Her Husband)

Cumberland of the City of Allegany County

State of Maryland, hereinafter called "Mortgagor," to FAMILY FINANCE CORPORATION a body corporate,

121 Baltimore St., Cumberland, Md., hereinafter called "Mortgagee."

Witnesseth: That for and in consideration of the sum of Six Hundred-Twelve-- no/100 Dollars (\$ 612.00), the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, and which amount Mortgagor hereby covenants to repay unto Mortgagee as hereinafter set forth, Mortgagor doth hereby bargain and sell unto Mortgagee the following described personal property:

The chattels, including household furniture, now located at No. 221 Oak Street

in said City of Cumberland-Allegany, in said State of Maryland, that is to say:

1, 3-piece living room suite red and blue, 1 floor lamp 3-way, 1 book case walnut, 1 coffee table, 1 lamp whitetable, 3 end tables, walnut, 4 chairs, 1 table oak, 1 Montgomery Ward electric washer 1422353, 1 Kelvinator ice box, 1 gas Caloric 36076 stove, 1 cabinet white, 1 walnut bed, 1 oak bed, 1 metal bed, 1 walnut dresser, 1 library table walnut, 1 vanity and stool walnut, 1 oak dresser, 1 oak dresser, 1 oak dresser, 1 baby walnut bed.

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in Maryland, that is to say:

MAKE	MODEL	YEAR	ENGINE No.	SERIAL No.	OTHER IDENTIFICATION
------	-------	------	------------	------------	----------------------

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, at its regular place of business the aforesaid sum of Six Hundred-Twelve --no/100 Dollars, (\$ 612.00) according to the terms of and as evidenced by a certain promissory note of even date herewith payable in 18 successive monthly installments as follows: 18 installments of \$ 34.00 each; installments of \$ each; installments of \$ each; installments of \$ each; payable on the 22 of each month beginning on the 22 day of November, 19 49 with interest after maturity at 6% per annum, then these presents shall be void. Included in the principal amount of this note and herewith agreed to and covenanted to be paid by the undersigned are interest, in advance at the rate of 6% per year on the original amount of the loan, amounting to \$ 55.08; and service charges, in advance, in the amount of \$ 20.00. In event of default in the payment of this contract or any installment thereof, a delinquent charge will be made on the basis of 5c for each default continuing for five or more days in the payment of \$1.00 or a fraction thereof.

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successor and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successor and assigns, at any time.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure insurance of the property for the benefit of the mortgagee with an insurance company duly qualified to act in this state and in an amount agreeable to the mortgagee against loss or damage by fire, theft, collision and conversion. Said policies and certificates thereof shall be delivered to the mortgagee and the mortgagee may make any settlement or adjustment on any claim or claims for all loss received under, or by virtue of any insurance policies or otherwise and receive and collect the same and execute in the name of the mortgagors and deliver all such instruments and do all such acts as attorney in fact irrevocable for the mort-

gagors, as may be necessary or proper or convenient to effectuate any such settlement, adjustment or collection without liability for the alleged inadequacy of the settlement and adjustment. Should the mortgagors fail to procure such insurance or keep the same in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid balance shall immediately become due and payable at the option of Mortgagee, its successor and assigns, without prior demand, and Mortgagee, its successor and assigns, shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to Mortgagee; after such possession under the terms hereof, Mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successor and assigns, will give not less than twenty (20) days' notice in writing by registered mail to Mortgagor at his or her last known address, notifying him or her that Mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at public auction by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee, its successor and assigns, may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which mortgagee, its successor and assigns, is licensed, whichever mortgagee, its successor and assigns, shall elect.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee at its option, may take any legal or other action it may deem necessary against such motor vehicle or against such other personal property, without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY THEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS D. A. Weisenmiller Betty L. Deter (SEAL)
WITNESS B. E. Bittner Harry M. Deter (SEAL)
WITNESS _____ (SEAL)

STATE OF MARYLAND COUNTY OF Cumberland-Allegany, TO WIT:

I HEREBY CERTIFY that on this 24 day of October 1949, before me, the subscriber, a NOTARY PUBLIC of the State of Maryland, in and for the County aforesaid, personally appeared Betty L. Deter and Harry M. Deter (Her Husband) the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared B. E. Bittner

Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and notarial Seal.
(Notarial Seal)

Ember D. Johnson
Notary Public.

FOR VALUE RECEIVED, The Family Finance Corporation of Cumberland, Maryland hereby release the within and aforesaid Chattel Mortgage.

WITNESS the signature of the said corporation, by attorney in fact, attested by its Secretary, and with its corporate seal affixed, this 17 day of March, 1950.
Attest: D. W. Seures Secretary
By: E. D. Johnson Attorney in Fact

3/20/50

Frederick Thomas et ux Filed and Recorded October 25, 1949 at 10:00 A.M. Mortgage
John T. Laughney et ux

This Mortgage, Made this 21st day of October in the year Nineteen Hundred and --- Nine, by and between
Frederick Thomas and Ruth Thomas, his wife,
of Allegany County, in the State of Maryland,
part ies of the first part, and John T. Laughney and Carrie May Laughney, his wife,
of Allegany County, in the State of Maryland,
part ies of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly and bona fide indebted unto the parties of the second part in the full and just sum of Eighteen Hundred Dollars, which said sum the parties of the first part promise to pay to the order of the parties of the second part in equal consecutive monthly installments of not less than Thirty Dollars per month, on the 1st day each and every month, the same including interest at five per cent. per annum until the full sum of \$1800.00 and interest has been paid, adjustments to be made semi-annually upon the principal and interest of said indebtedness, the sum hereby secured being in part purchase money for the hereinafter described property.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All that piece or parcel of ground situated on the Westerly limits of the Cumberland and Pennsylvania Railroad Company's right-of-way in Frostburg, Allegany County, Maryland, it being composed of a part of Lot No. 29 and a part of Lot No. 30 of Willison's Addition to Frostburg, as shown upon the amended plat of said Addition, recorded in Liber No. 85 folio 556 of the Land Records of Allegany County, Maryland, and more particularly described as follows: (Magnetic courses, as of date of amended plat, run by vernier readings and horizontal distances being used throughout.)

BEGINNING for the same at a stake standing on the division line between Lots Nos. 30 and 31 and distant 66.75 feet from the Easterly limit of Mill Street as measured along the aforesaid division line, and running thence with the remainder of said division line North 55 degrees 45 minutes East 81.75 feet to the Westerly limits of the aforesaid Railroad Company's right-of-way, thence with said right-of-way limits, South 18 degrees 15 minutes East 64.24 feet to the end of the third line of a parcel of ground conveyed and described in the deed from John T. Laughney and Carrie May Laughney, his wife, to John Joseph Coleman, et ux dated September 8, 1947, and recorded in Liber No. 217, folio 63 of the aforesaid Land Records; thence with said third line reversed South 71 degrees 15 minutes West 66.35 feet to the stake standing on the division line between Lots Nos. 29 and 30, thence across Lot No. 30 at right angles to the aforesaid division line, North 34 degrees 15 minutes West 44.00 feet to the beginning.

IT BEING the same property which was conveyed unto the said Frederick Thomas and Ruth Thomas his wife, by John T. Laughney and Carrie May Laughney his wife, by deed dated the 21st day of October, 1949, and duly recorded among the Land Records of Allegany County.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their heirs

executors, administrators or assigns, the aforesaid sum of --- together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Edward J. Ryan, are hereby authorized and empowered, at his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, s, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least

--- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest	Frederick Thomas	(Seal)
	Ruth Thomas	(Seal)
Edw. J. Ryan		(Seal)
		(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 21st day of October

in the year nineteen hundred and ---- Nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Frederick Thomas and Ruth Thomas, his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared John T. Laughney and Carrie May Laughney his wife the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Edward J. Ryan
Notary Public

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John Z. Clise 1st ux

Filed and Recorded October 26th 1949 at 9:30 A.M.

Mortgage

H. Raymond Long

(Stamps \$.55)

This Mortgage, Made this 26th day of October in the year Nineteen Hundred and Forty-Nine, by and between

John Z. Clise and Bessie K. Clise his wife,

of Allegany County, in the State of Maryland, parties of the first part, and H. Raymond Long,

of Allegany County, in the State of Maryland parties of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly and bona fide indebted unto the party of the second part the full and just sum of Five Hundred Dollars, which said sum the parties of the first part promise to pay to the order of the party of the second part in consecutive monthly installments of not less than Fifteen Dollars, interest to be paid semi-annually, until the full sum of \$500.00 and interest has been paid and satisfied.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part

heirs and assigns, the following property, to-wit:

All that piece or parcel of land situated on the south easterly side of Bowery Street, in the town of Frostburg, Md., and being a piece of ground described as follows, to-wit: BEGINNING for the same at a stake standing on the southeasterly side of Bowery Street, and said beginning being also at the end of 169.4 feet on the second line of the whole lot, and running thence with part of said second line and the southeasterly side of said street, North 65 degrees 50 minutes East 50 feet to a stake, thence across said whole lot, (North 65 degrees 50 minutes East 50 feet) and also South 24 degrees 10 minutes East 106.22 feet to a stake standing at the end of three hundred twenty two and twenty four hundredths feet on the first line of the whole lot, thence part of said first line North 88 degrees 20 minutes West 55.55 feet to a stake, thence North 24 degrees 10 minutes West 82.01 feet to the beginning. The lot hereby conveyed fronts 50 feet on South Bowery Street and extends back at right angles from said Street to the first line of the whole lot, and is the same property conveyed to the parties of the first part by Mary Ellen Fisher, widow, by deed dated September 4th, 1947, and recorded in Liber No. 226, folio 478, one of the Land Records of Allegany County, Maryland, reference to which is hereby made.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his

executor, administrator or assigns, the aforesaid sum of Five Hundred Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Edw. J. Ryan Oct 26th 1949

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, his

heirs, executors, administrators and assigns, or Edward J. Ryan his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have

been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor his representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least

Five Hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor

Attest John Z. Clise (Seal)
Edw. J. Ryan Bessie K. Clise (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 25th day of October

in the year nineteen hundred and Forty nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

John Z. Clise and Bessie K. Clise his wife,

and did acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared H. Raymond Long

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Edward J. Ryan
Notary Public

Rose S. Dowling To
Filed and Recorded October 26 1949 at 9:30 A.M.
Holzshu Realty Company of Cumberland, Inc.

Mortgage

This Mortgage, Made this 1st day of September in the year Nineteen Hundred and Forty Nine, by and between

Rose S. Dowling unmarried

of Allegany County, in the State of Maryland party of the first part, and Holzshu Realty Company of Cumberland, Inc.

of Allegany County, in the State of Maryland party of the second part, WITNESSETH:

Whereas, The party of the first part is justly and bona fide indebted unto the party of the second part in the full and just sum of Eight Thousand Five Hundred Dollars, (\$8,500.00) which said sum the party of the first part promises to pay to the order of the party of the second part in consecutive monthly installments of not less than Seventy-Five Dollars (\$75.00) per month for the six months running from October 1st of each year and the remaining six months of said year payments are to be made at the rate of One Hundred Twenty Five Dollars (\$125.00) per month, interest to be computed at the rate of Six Per Centum (6%) per annum, payable monthly the same being included in the regular payments and to continue until the full sum of Eight Thousand Five Hundred Dollars, (\$8,500.00) and interest thereon at the rate of Six Per Centum (6%) Per Annum, has been paid and satisfied.

The sum hereby secured being in part purchase money for the hereinafter described property and is, therefore, a Purchase Money Mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part

do es give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

and assigns, the following property, to-wit:

All that piece, parcel or lots of ground being located in Election District No. 29 in Allegany County, Maryland, and being known and designated as Lots Nos. 10 and 11 on a certain unrecorded plat of "Mountain View Addition, LaVale, Cumberland, Maryland," said lots being more particularly described as follows, to-wit:

BEGINNING for the said lots at a stake located at the Northeast corner of the intersection of an unnamed 30 foot street with Park Avenue it being 918.25 feet distant in an Easterly direction from the intersection of said Park Avenue with Camp Ground Road and running; thence (1) North 23 degrees 15 minutes West 190 feet to a stake located at the intersection of the said 30 feet unnamed street with the National Pike; thence (2) South 69 degrees 17 minutes West 70 feet to a stake located at the end of the division line between said Lots Nos. 10 and 11 on the Southerly side of said National Pike; thence (3) with said National Pike South 71 degrees 04 minutes West 100 feet to a stake located at the end of the division line between Lots Nos. 11 and 12; thence (4) with said division line South 16 degrees 45 minutes East 187.95 feet to a stake located on the Northerly side of said Park Avenue; thence (5) with said Park Avenue North 75 degrees 30 minutes East 21.85 feet to a stake; thence with said Park Avenue (6) North 71 degrees 04 minutes East 100 feet to a stake; thence (7) with said Park Avenue North 69 degrees 17 minutes East 70 feet to the place of beginning.

IT BEING the same property which was conveyed unto the said Rose Dowling by Anne L. January formerly Anne L. Henley, by deed dated the 1st of September 1949 and duly recorded among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, her heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors and

or assigns, the aforesaid sum of Eight Thousand Five Hundred Dollars (\$8,500.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said party of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

party of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, it's successors

do hereby covenant, sell, assign, or Edward J. Ryan his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

party of the first part, her heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, her representatives, heirs or assigns.

And the said party of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or it's successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Six Thousand Dollars (\$6,000.00)

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee it's successors or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest Rose S. Dowling (Seal)

Edw. J. Ryan (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 1st day of September

in the year nineteen hundred and Forty-Nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Rose S. Dowling, unmarried

and did acknowledged the foregoing mortgage to be her act and deed; and at the same time, before me also personally appeared Charles G. Holzshu President of the Holzshu Realty Company of Cumberland, Inc.

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Edward J. Ryan

Notary Public

For Value Received, the Holzshu Realty Company of Cumberland, Inc. releases the within and foregoing mortgage. In Witness Whereof, the Holzshu Realty Company of Cumberland, Inc. caused this release to be executed by its President and its corporate seal affixed, duly attested by its Secretary this 27th day of April, 1950.

Attest: Robert L. Kiefer

Secretary

(Corporate Seal)

Holzshu Realty Company of Cumberland

By Charles G. Holzshu

4/28/50

President

Sylvia R. Kallar

To

Edward J. Ryan

Filed and Recorded October 26 1949 at 9:30 A.M.

Mortgage

This Mortgage,

Made this 24th day of October

in the year Nineteen Hundred and Forty Nine

by and between

Sylvia R. Kallar

of Allegany County, in the State of Maryland

part y of the first part, and Edward J. Ryan

of Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, The party of the first part is justly and bona fide indebted unto the party of the second part, in the full and just sum of One Thousand Five Hundred Dollars, (\$1,500.00) which said sum the party of the first part promises to pay to the order of the party of the second part One (1) year, after date, with interest thereon at the rate of Six Per Centum (6%) Per Annum, payable semi-annually with the right of the party of the first part to make payment of any amount upon the principal indebtedness at any interest period.

The sum hereby secured being in part purchase money for the hereinafter described property, and is, therefore, a Purchase Money Mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part

does give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his

heirs and assigns, the following property, to-wit:

All that certain lot or parcel of ground, known as Lot No. 36 in Platt's Addition to Cumberland and situated and lying on Hanover Street, in the City of Cumberland, Allegany County, Maryland, and described as follows:

BEGINNING for the same on the Northwesterly side of Hanover Street at the division between Lots Nos. 35 and 36 in said Addition, said beginning point being also distant South 28 degrees 7 minutes West 25 feet from the Northeasterly corner of the brick house No. 16 Hanover Street, located on Lot No. 35 in said Addition, and running thence with the Northwesterly side of said Hanover Street, South 28 degrees 7 minutes West 25 feet; thence at right angles to said Hanover Street, North 61 degrees 15 minutes West 90 feet; thence North 28 degrees 7 minutes East 25 feet to said Lot No. 35; and with it South 61 degrees 15 minutes East 90 feet to the place of beginning.

IT BEING the same property which was conveyed unto the said Sylvia R. Kallar by Elizabeth Hast Crawford, widow, by deed dated the 24th day of October, 1949, and duly recorded among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, her

heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, his heirs,

executors, administrators or assigns, the aforesaid sum of One Thousand Five Hundred Dollars (\$1,500.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his

heirs, executors, administrators and assigns, or Edward J. Ryan his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

party of the first part, her heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor her representatives, heirs or assigns.

And the said party of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least

One Thousand Five Hundred Dollars (\$1,500.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest Sylvia R. Keller (Seal)

Mary Margaret Kelly (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 24th day of October

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Sylvia R. Keller

and did acknowledged the foregoing mortgage to be her act and deed; and at the same time before me also personally appeared Edward J. Ryan

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

William L. Wilson Jr.

Notary Public

Norris C. Ravenscroft et ux

To The Citizen's National Bank of Westernport, Maryland

This Mortgage,

Made this 24th day of October in the year Nineteen Hundred and Forty Nine

Norris C. Ravenscroft and Pearl F. Ravenscroft, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and The Citizen's National Bank of Westernport, Maryland,

a Corporation, duly incorporated under the Banking Laws of the United States of America,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted unto the said party of the second part for borrowed money in the sum of Three Thousand Dollars (\$3,000.00) as evidenced by the Promissory Note of the said parties of the first part of even date herewith in the sum of Three Thousand Dollars (\$3,000.00) payable on demand, unto the order of the said party of the second part, with interest at the rate of Six Percent (6%) per Annum, at its Banking House in Westernport, Maryland and

WHEREAS, the said parties of the first part hereby agree to execute this Mortgage for the purpose of securing the aforesaid Note.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns

the following property, to-wit:

All of that lot of ground known and numbered on the Plat of Hammond's Addition to the town of Westernport, Allegany County, Maryland, as Lot Number Two Hundred and Ten (210), fronting 46 feet 8 inches on Spruce Street in said town and extending back in an easterly direction, the same width throughout, a distance of 125 feet.

Being part of the same property as conveyed unto the said parties of the first part herein by Anna L. Ravenscroft, single, by deed dated February 6, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 207, Folio 193.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors and

assigns, the aforesaid sum of Three Thousand Dollars (\$3,000.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Centered and Mailed Delivered
To Mr. W. L. Wilson Jr.
Nov. 3, 1949

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors and

~~assigns, or~~ Horace P. Whitworth, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors and

assigns, the improvements on the hereby mortgaged land to the amount of at least

Three Thousand & 00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors ~~heirs~~ or assigns, to the extent of its ~~liability~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

H.

Richard H. Whitworth

Norris C. Ravenscroft (Seal)

Pearl F. Ravenscroft (Seal)

P. (Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 24th day of October

in the year nineteen hundred and Forty Nine, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

Norris C. Ravenscroft and Pearl F. Ravenscroft, his wife,

and have acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Howard C. Dixon, President of the Citizen's National Bank of Westernport, Md., a Corporation the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is authorized Agent of said Corporation

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Richard H. Whitworth

Notary Public

#####

Harold E. Weber et ux

To

The Second National Bank of Cumberland, Maryland

Filed and Recorded October 26th 1949 at 3:00 P.M.

Mortgage

(Stamps \$2.75)

This Mortgage,

Made this 26th day of October

in the year Nineteen Hundred and Forty-Nine

Harold E. Weber and Vivian Weber, his wife

, by and between

of Allegany County, in the State of Maryland

parties of the first part, and The Second National Bank of Cumberland, Maryland, a banking corporation duly incorporated under the laws of the United States,

of Allegany County, in the State of Maryland

party of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of Twenty-Seven Hundred Dollars (\$2,700.00) this day loaned to the parties of the first part by the party of the second part, and which is to be repaid with interest at 5% per annum, in payments of not less than Thirty Dollars (\$30.00) per month, together with interest as aforesaid payable monthly. The first of said monthly payments on account of principal and interest to be due and payable one month from the date hereof, and to continue monthly until the amount of principal and interest is paid in full.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors or

~~heirs~~ assigns, the following property, to-wit:

All that lot or parcel of land in Allegany County, Maryland, located on the Northwest side of the National Highway about three miles West of Cumberland, and known as 50 feet of Lot No. 13 and 10 feet of Lot No. 14 on the plat of the Allegany County Improvement Company's National Highway Addition to Cumberland, Maryland, recorded in Plat Case Box No. 122 among the Land Records of Allegany County, Maryland, and which is particularly described as follows:

BEGINNING for the same on the Northwest side of the National Highway (widened to 110 feet) at the end of the first line of that part of Lot No. 13 which was conveyed by J. Milton Patterson and wife to Phil Yaste and wife, by deed dated March 31, 1930, and recorded among the Land Records of Allegany County in Liber No. 163, folio 10, and running thence with said side of said National Highway South 42 degrees 20 minutes West 60 feet; thence North 47 degrees 40 minutes West 350 feet to an alley; thence with said alley, North 42 degrees 20 minutes East 60 feet, to the end of the second line of the deed to Phil Yaste and wife aforesaid; thence reversing said second line, South 47 degrees 40 minutes East 350 feet to the beginning.

BEING the same property which was conveyed to Harold E. Weber and Betty P. Weber his wife, by deed dated December 16, 1937, and recorded among the Land Records of Allegany County, in Liber No. 179, folio 491, the said Harold E. Weber having succeeded to the whole title of the property upon the demise of the said Betty P. Weber.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors

~~or assigns~~, the aforesaid sum of Twenty-Seven Hundred (\$2,700.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors

~~and assigns, or William M. Somerville, its~~ his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor's, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or

assigns, the improvements on the hereby mortgaged land to the amount of at least

Twenty-Seven Hundred (\$2,700.00)

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors ~~heirs~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest J. H. Mosner
J. H. Mosner

Harold E. Weber (Seal)

Vivian Weber (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 26th day of October

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Harold E. Weber and Vivian Weber, his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared John H. Mosner, Cashier of The Second National Bank of Cumberland, Maryland the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Chas. E. Shaw

Notary Public

Charles M. Brant, Jr. et ux Filed and Recorded October 26th 1949 at 10:00 A.M. Mortgage
The Second National Bank of Cumberland

This Mortgage

PURCHASE MONEY Made this 22nd day of October

in the year Nineteen Hundred and Forty Nine, by and between

Charles M. Brant Jr. and Hazel M. Brant, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and The Second National Bank of Cumberland, a national banking corporation, with its principal place of business in Cumberland,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of Seven Thousand Dollars to be repaid with interest at the rate of four (4%) percent per annum computed monthly on unpaid balances, said indebtedness to be amortized over a 15 year period by the payment of at least \$51.78 monthly, said monthly payment of principal and interest first becoming due and payable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payment being first applied to the accrued interest and the balance to the principal, to secure which said principal together with the interest accruing thereon these presents are executed. Privilege is reserved to prepay at any time without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred (\$100.00) whichever is less.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Charles M. Brant Jr. and Hazel M. Brant his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said The Second National Bank of Cumberland, its successors, and assigns,

~~and assigns~~ the following property, to-wit: All that lot, piece or parcel of ground located on the westerly side of Wills Mountain, in Allegany County, Maryland, known as Lot No. 21 in the "Sub-division of Harry B. Klosterman Property" LaVale, Maryland, as shown on a plat dated June, 1940, made by H.W. Schaidt Civil Engineer, said lot being more particularly described as follows, to wit:

Beginning for the same along the southeasterly side of George Creek Boulevard said point of beginning being distant 234 feet on the third line of the whole tract conveyed by Amanda J. Lakin to Harry B. Klosterman et ux by deed dated April 1, 1936, which is recorded in Liber 175, Folio 105, one of the Land Records of Allegany County, Maryland and running then along and with the southeasterly side of George Creek Boulevard South 23 degrees 39 minutes West 72 feet, then at right angles to said George Creek Boulevard South 66 degrees 21 minutes East 169 feet to a point on the above mentioned third line, and then reversing part of said third line North 42 degrees 51 minutes West 184 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Charles A. Diggs et ux dated as of even date and which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Charles M. Brant Jr. and Hazel M. Brant, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

The Second National Bank of Cumberland, its successors,

~~or assigns~~ the aforesaid sum of Seven Thousand (\$7,000.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said
Charles M. Brant Jr. and Hazel M. Brant his wife

may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said

Charles M. Brant Jr. and Hazel M. Brant, his wife
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the
interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort-
gage, then the entire mortgage debt intended to be hereby secured shall at once become due and
payable, and these presents are hereby declared to be made in trust, and the said

The Second National Bank of Cumberland, its successors,

and assigns, or Harry I. Stegmaler
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at
any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-
land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale;
secondly, to the payment of all moneys owing under this mortgage, whether the same shall have
been then matured or not; and as to the balance, to pay it over to the said

Charles M. Brant Jr. and Hazel M. Brant, his wife, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor's, their representatives, heirs or assigns.

And the said Charles M. Brant and Hazel M. Brant, his wife,
further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgagee or their
assigns, the improvements on the hereby mortgaged land to the amount of at least
Seven Thousand (\$7000.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of
fires, to insure to the benefit of the mortgagee its successors or assigns, to the extent
of its or their lien or claim hereunder, and to place such policy or policies forth-
with in possession of the mortgagee, or the mortgagee may effect said insurance and collect
the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest Angela W. McClure Charles M. Brant Jr. (Seal)
Angela W. McClure Hazel M. Brant (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 22nd day of October

in the year nineteen hundred and Forty Nine, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Charles M. Brant Jr. and Hazel M. Brant, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and
at the same time before me also personally appeared Joseph M. Naughton, President of The Second
National Bank of Cumberland, a national banking corporation
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Chas. E. Shaw
Notary Public

Harvey G. Rowe
To Harry R. Miller et ux
Filed and Recorded October 27th 1949 at 2:15 P.M.

Mortgage
(Stamps \$3.85)

This Mortgage, Made this --- day of October
in the year Nineteen Hundred and forty nine, by and between

Harvey G. Rowe

of Allegany County, in the State of Maryland
part y of the first part, and Harry R. Miller and Rosa C. Miller, his wife

of Allegany County, in the State of Maryland
part ies of the second part, WITNESSETH:

Whereas, The said parties of the second part have this day loaned unto the said party of
the first party the full and just sum of thirty five hundred (\$3500.00) Dollars, which said sum
the said party of the first part does hereby agree to repay in successive monthly installments
of not less than one hundred (\$100.00) Dollars on the 15th day of each and every month beginning
on the 15th day of November, 1949, together with interest thereon at the rate of six (6%) per
cent per annum, due and payable semi annually, accounting from the date hereof.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid,
and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said party of the first part

do es give, grant, bargain and sell, convey, release and confirm unto the said
party of the second part

heirs and assigns, the following property, to-wit: Lot No. 36 as shown on a plat of Reservoir
Addition dated January 27, 1925 and recorded among the Land Records of Allegany County, Mary-
land, and the property hereby conveyed being described as follows:

Fronting Thirty-five feet on the Easterly side of Dorn Avenue bounded and described as fol-
lows:

BEGINNING at a point on the Easterly side of Dorn Avenue where line dividing Lots Nos. 37
and 36 intersect same and running thence along the Easterly side of said Dorn Avenue South
Twenty-eight degrees, West, to line dividing Lots Nos. 36 and 35, thence at right angles to said Dorne
Avenue along said dividing line South Sixty-two Degrees East, One hundred and Forty-five feet
to an alley, thence with said alley North Twenty-eight Degrees, East, Thirty-five feet to line
dividing Lots Nos. 36 and 37, and with it North Sixty-two Degrees West, one hundred and Forty-
five feet to the place of beginning.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part be
heirs, executors, administrators or assigns, do and shall pay to the said
parties of the second part, their

executor, administrator or assigns, the aforesaid sum of Thirty five hundred (\$3500.00) Dollars
together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their part to be
performed, then this mortgage shall be void.

Compared and Mailed Differed
To Notary Public
Per 4 1949

Notary Public

parties of the second part, their executors, administrators or assigns, the aforesaid sum of One thousand six hundred forty dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

parties of the second part

heirs, executors, administrators and assigns, or Harold E. Naughton, are hereby authorized and empowered, at his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least

One thousand six hundred forty (\$1640.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, or their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee s, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest Harold E. Naughton Percival D. Twigg (Seal)
Harold E. Naughton Anna L. Twigg (Seal)

State of Maryland.

Allegany County, to wit:

I hereby certify, That on this 27th day of October

in the year nineteen hundred and forty nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Percival D. Twigg and Anna L. Twigg, his wife

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Harry R. Miller and Rose C. Miller, his wife

the within named mortgagee s and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Elizabeth Philson

Notary Public

Charles C. Cook et ux

John R. Treiber

Filed and Recorded October 31st 1949 at 12:05 P.M.

Mortgage

(Stamps \$1.10)

This Mortgage, Made this 31st day of October,

in the year Nineteen Hundred and Forty-nine, by and between

Charles C. Cook, and Martha A. Cook, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and John R. Treiber

of Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, The Parties of the First Part are justly and bona fide indebted unto the Party of the Second Part in the full and just sum of One Thousand Dollars (\$1,000.00) loaned by the said Party of the Second Part unto the Parties of the First Part this day, and which said sum shall become due and payable one year from the date hereof, and which said principal sums shall draw interest at the rate of six per cent (6%) per annum, which said interest shall be computed and paid quarterly the first of which interest payments shall become due three months from the date hereof and quarterly thereafter, with the right reserved unto the Mortgagors to prepay the said principal sum and interest at any time prior to maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Charles C. Cook and Martha A. Cook, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said John R. Treiber, his

heirs and assigns, the following property, to-wit: ALL that piece or parcel of land known as Lot No. 28, in Riverview Addition to Cumberland, which is described as follows:

BEGINNING for the said parcel on the north side of Water Street at the end of the first line of Lot No. 27 in said Addition, said point being distant North 84 degrees 2 minutes East 128.4 feet from the intersection of the easterly side of Lehigh Street and the north side of Water Street; and running thence with the north side of Water Street, North 84 degrees 02 minutes East 25.68 feet; thence North 7 degrees 10 minutes East 137 feet to an alley twelve feet wide; and thence with said alley, South 82 degrees 54 minutes West 25 feet to the end of the second line of Lot No. 27; thence with said second line reversed, South 7 degrees 10 minutes West 142.84 feet to the place of beginning.

The aforesaid parcel of land is the same parcel which was conveyed by deed dated the 6th day of March, 1945, by Sarah Bernstein, et al, unto Charles C. Cook and Martha A. Cook, his wife, and which said deed is recorded in Liber No. 203, folio 174, one of the Land records of Allegany County, Maryland, a specific reference to which said deed is hereby made for a fuller and more particular description of said land hereby conveyed by way of mortgage.

And also the following parcel of land: ALL that lot or parcel of land situate in the City of Cumberland, Allegany County, Maryland, known as Lots Nos. 29 and 30 in Riverview Addition to Cumberland, and described as follows: BEGINNING for the said parcel on the Northerly side of Water Street at the end of the first line of Lot No. 28 of said Addition; and running thence with the Northerly side of Water Street, North 84 degrees 2 minutes East 51.36 feet; thence North 7 degrees 10 minutes East 125.33 feet to an alley twelve feet wide; thence with said alley, South 82 degrees 54 minutes West 50 feet to the end of the second line of said Lot No. 28; thence with said second line reversed, South 7 degrees 10 minutes West 137 feet to the place of beginning.

The aforesaid parcel of land is the same parcel which was conveyed by deed dated the 6th day of March, 1945, by The Second National Bank of Cumberland, etc., unto the said Charles C. Cook and Martha A. Cook, his wife, and which said deed is recorded in Liber No. 203, folio 178, one of the Land Records of Allegany County, Maryland, a specific reference to which said deed is hereby made for a further and more particular description of said land.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Charles C. Cook and Martha A. Cook, his wife, their

heirs, executors, administrators or assigns, do and shall pay to the said John R. Treiber, his

executor, administrator or assigns, the aforesaid sum of One Thousand Dollars (\$1,000.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered to the
Tollage Co. 2. Lawrence Ave. City
Nov 4 19 49

And it is Agreed that until default be made in the premises, the said
Charles C. Cook and Martha A. Cook, his wife

may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said Charles C. Cook and Martha A. Cook his wife

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the
interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort-
gage, then the entire mortgage debt intended to be hereby secured shall at once become due and
payable, and these presents are hereby declared to be made in trust, and the said
John R. Treiber, his

heirs, executors, administrators and assigns, or Earl Edmund Manges
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at
any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-
land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale;
secondly, to the payment of all moneys owing under this mortgage, whether the same shall have
been then matured or not; and as to the balance, to pay it over to the said

Charles C. Cook and Martha A. Cook, his wife, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor's, their representatives, heirs or assigns.

And the said Charles C. Cook and Martha A. Cook, his wife,

further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgagee or his

assigns, the improvements on the hereby mortgaged land to the amount of at least

One Thousand

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of
fires, to insure to the benefit of the mortgagee, his heirs or assigns, to the extent
of his ~~whole~~ lien or claim hereunder, and to place such policy or policies forth-
with in possession of the mortgagee, or the mortgagee may effect said insurance and collect
the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s:

Attest Aron Lazarus Jr.
Aron Lazarus Jr.

Charles C. Cook (Seal)

Martha A. Cook (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, that on this 31st day of October

in the year nineteen hundred and forty-nine, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared

Charles C. Cook and Martha A. Cook, his wife,

and each acknowledged the foregoing mortgage to be his and her respective
act and deed; and at the same time before me also personally appeared John R. Treiber

the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Tobias Lazarus

Notary Public

Beatrice L. Everett et vir

To

Filed and Recorded October 25th 1949 at 8:30 A.M.

Chattel Mortgage

Family Finance Corporation

(Stamps \$.55)

THIS CHATTEL MORTGAGE, Made this 24 day of October 19 49
by Everett, Beatrice L. and Worthington L. (her Husband)

Cumberland of the City of Allegany

State of Maryland, hereinafter called "Mortgagor," to FAMILY FINANCE CORPORATION
a body corporate,

121 Baltimore St., Cumberland, Md., hereinafter called "Mortgagee."

Witnesseth: That for and in consideration of the sum of Five Hundred--no/100 Dollars
(\$ 500.00), the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, and which
amount Mortgagor hereby covenants to repay unto Mortgagee as hereinafter set forth, Mortgagor doth hereby bargain and sell
unto Mortgagee the following described personal property:

The chattels, including household furniture, now located at No. Rt #3 Box 283, Bedford Rd. Street
in said City of Cumberland-Allegany, in said State of Maryland, that is to say:
1 DeWald table model radio A500, 1 Rocker chair, 1 straight chairs, 1 coffee table, 1 table
lamp, 1 kitchen cabinet, 4 chairs, 1 table, 1 ice refrigerator, 1 Modern Maid coal and wood
stove, 1 occasional table, 1 congoleum rug, 1 utility cabinet, 1 metal bed, 1 metal bed,
1 painted dresser, 1 straight chair, 1 day bed single, 1 congoleum rug, wood stand.

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings,
linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the
Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in Cumberland
Maryland, that is to say:

MAKE	MODEL	YEAR	ENGINE No.	SERIAL No.	OTHER IDENTIFICATION
Ford	Tudor Sedan	1938	54-418212	54-418212	Arvin Heater

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.
PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, at its

regular place of business the aforesaid sum of Five Hundred--no/100-- Dollars.
(\$ 500.00) according to the terms of and as evidenced by a certain promissory note of even date herewith payable in

12 successive monthly installments as follows: 11 installments of \$ 41.67
each; 1 installments of \$ 41.63 each; installments of \$ each;
installments of \$ each; payable on the 24 of each month beginning on the 24 day of
November, 19 49, with interest after maturity at 6% per annum, then these presents shall

be void. Included in the principal amount of this note and herewith agreed to and covenanted to be paid by the undersigned
are interest, in advance at the rate of 6% per year on the original amount of the loan, amounting to \$ 30.00; and
service charges, in advance, in the amount of \$ 20.00. In event of default in the payment of this contract or any
installment thereof, a delinquent charge will be made on the basis of 5c for each default continuing for five or more days in
the payment of \$1.00 or a fraction thereof.

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is
no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle
from the state of Maryland or said other mortgaged personal property from the above described premises without consent in
writing of Mortgagee, its successor and assigns, herein, and that said mortgaged personal property shall be subject to view and
inspection by Mortgagee, its successor and assigns, at any time.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure
insurance of the property for the benefit of the mortgagee with an insurance company duly qualified to act in this state and in
an amount agreeable to the mortgagee against loss or damage by fire, theft, collision and conversion. Said policies and certificates
thereof shall be delivered to the mortgagee and the mortgagee may make any settlement or adjustment on any claim or claims
for all loss received under, or by virtue of any insurance policies or otherwise and receive and collect the same and execute in
the name of the mortgagors and deliver all such instruments and do all such acts as attorney in fact irrevocable for the mort-

ceptable to the Mortgagee in the sum of Full Value Dollars (\$-----), and to pay the premiums thereon and to cause the policy issued therefor to be enforced as in case of loss to inure to the benefit of the Mortgagee to the extent of its lien or claim thereof, and to place such policy for thwith in the possession of the Mortgagee.

WITNESS the hands and seals of the party of the first part.

Attest as to all:

Charles E. Fisher

(SEAL)

H. C. Landis

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 24th day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles E. Fisher the within named Mortgagor, and acknowledged the foregoing chattel mortgage to be his act and deed, and at the same time, before me also appeared H. C. Landis, Cashier of The First National Bank of Cumberland, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing chattel mortgage is true and bona fide as therein set forth; and the said H. C. Landis in like manner made oath that he is the Agent of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Floyd C. Boor, Notary Public.

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Marshall B. VanMeter et ux.,

County Mortgage

To

Filed and Recorded October 25<sup>th</sup> 1949 at 9:05 A.M.

The Liberty Trust Company

THIS MORTGAGE, Made this 18th day of October, A. D. 1949, by and between Marshall B. Van Meter and Virginia E. VanMeter, his wife, of Allegany County, in the State of Maryland, hereinafter called the Mortgagor, and a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee, known as The Liberty Trust Company, Cumberland, Maryland

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, in the principal sum of Three Thousand Dollars (\$3,000.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Liberty Trust Company, in Cumberland, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Thirty and 39/100 Dollars (\$30.39), commencing on the first day of December, 1949, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of November, 1959, Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally per-

missible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00) this day paid the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns all the following described property in Allegany County, in the State of Maryland, to wit:

All that piece or parcel of land situated in the "Pinehurst" Addition to Cresaptown, Allegany County, Maryland, and known as Lot No. 67 in said Addition, a plat of which is filed among the Land Records of Allegany County, Maryland, and more particularly described as follows:

Beginning at the southwesterly corner of said "Pinehurst" Addition and running thence with a public road, North 80 degrees 07 minutes East 56.93 feet to the southwest corner of Lot No. 68, thence with a line of said Lot No. 68, North 20 degrees West 100 feet to a twelve foot alley, thence with said alley, South 70 degrees West 56 feet to the westerly boundary line of said "Pinehurst" Addition, thence with said boundary line, South 20 degrees East 90 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by James P. McCusker by deed dated October, 1949, and duly recorded among the Land Records of Allegany County, Maryland.

This mortgage is executed to secure part of the purchase money for the property herein described and conveyed, and is, therefore, a Purchase Money Mortgage.

Together with all buildings and improvements now and hereafter on said land, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned: -----

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, forever in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided, When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will

Compared and Mailed Delivered  
To Mortgagee  
10/24/49  
1949



next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rent, if any, taxes, special assessments, fire, and other hazard insurance premiums;

(II) interest on the mortgage debt secured hereby; and

(III) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of the installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining in the funds accumulated under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a sup-

plemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain fire and such other hazard insurance as the Mortgagee may require on the improvements now or hereafter on said premises, but shall not be required to maintain amounts in excess of the aggregate unpaid indebtedness secured hereby, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of sixty (60) days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or George R. Hughes, its Attorney or Agent at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers, thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in -----County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars (\$50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue



of a decree of a Court having equity jurisdiction in the County aforesaid; second, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; third to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Allegany County, in Equity, which said expenses, costs and commission, the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signatures and seals of the Mortgagors on the day and year first above written.

|                |                      |        |
|----------------|----------------------|--------|
| Witness:       | Marshall B. VanMeter | (SEAL) |
| Hugh D. Shires | Virginia E. VanMeter | (SEAL) |
| Hugh D. Shires |                      |        |

STATE OF MARYLAND, COUNTY OF ALLEGANY, to wit:

I HEREBY CERTIFY, That on this 18th day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marshall B. VanMeter and Virginia E. VanMeter, his wife, the above named Mortgagors, and each acknowledged the foregoing Mortgage to be their act.

At the same time also personally appeared Charles A. Piper, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(Notarial Seal) Geo A. Siebert, Notary Public.

Compared and Matter Delivered  
To: *Sylvia R. Crabtree*  
Nov. 14, 1949

Paul Richard Crabtree

To

Sylvia R. Crabtree

Bill of Sale

Filed and Recorded October 24<sup>th</sup> 1949 at 11:40 A.M.

I, Paul Richard Crabtree, of Allegany County, State of Maryland, in consideration of One Hundred and Seventy Five Dollars paid to me by Sylvia R. Crabtree of Allegany County, State of Maryland, do hereby bargain and sell unto the said Sylvia R. Crabtree the following personal property located in Allegany County, in the State of Maryland, to-wit:  
One Ford Four Door Sedan Automobile, having Engine Number 18-1398029.

Witness my hand and seal this 22nd. day of October A. D. 1949.

Witness:

Paul Richard Crabtree

(SEAL)

W. Carl Richards

State of Maryland, Allegany County, to-wit:

I hereby certify, that on this 22nd. day of October A. D. 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Paul Richard Crabtree and acknowledged the foregoing Bill of Sale to be his act, and at the same time personally appeared before me Sylvia R. Crabtree, the within named vendee, and made oath in due form of law that the consideration stated in the foregoing Bill of Sale is true and bona fide as therein set forth.

Witness my hand and Notarial Seal the day and year last above written.

(Notarial Seal)

W. Carl Richards, Notary Public

*For Value Received, I do hereby release the within and foregoing Bill of Sale. Witness my hand and seal this 24<sup>th</sup> of April 1950.*

Witness:

*G. Walter Fisher*

*Sylvia R. Crabtree*

(Seal)

*4/24/50*

Compared and Matter Delivered  
To: *Walter A. Fisher*  
Nov. 14, 1949

Joseph Metz et ux.,

To

The Liberty Trust Company

Mortgage

Filed and Recorded October 25<sup>th</sup> 1949 at 2:20 P. M.

Stamps \$0.55

THIS MORTGAGE, Made this 19th day of October, in the year nineteen hundred and forty-nine, by and between Joseph Metz and Florence Metz, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:



Whereas the said Joseph Metz and Florence Metz, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Seven Hundred (\$700.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Joseph Metz and Florence Metz, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to wit:

All that lot or parcel of ground lying and being in Midland, Allegany County, Maryland, and being a part of all that property which was conveyed to Harry T. Umstot, by deed dated May 29, 1930, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 163, folio 322, and more particularly described as follows:

Beginning for the same at a fence post standing on the North side of a street in the Town of Midland, Maryland, and running thence with said street, South 53 degrees 00 minutes East 153.95 feet to a fence post and with an old fence line, North 55 degrees East 150 feet to the end of the first line of the Wilbur Leasure lot, and running with the second line of said lot, North 46-1/2 degrees West 72 feet, thence North 55 degrees East 12.3 feet, thence North 37 degrees 45 minutes West 73.9 feet, thence South 55 degrees West 192.7 feet to the place of beginning, containing 0.47 of an acre, more or less.

It being the same property which was conveyed unto the said Mortgagors by C. William Gilchrist, Substituted Trustee, by deed dated January 26, 1945, and recorded in Liber 203, folio 77, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Seven Hundred (\$700.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort-

gage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Seven Hundred (\$700.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST: Joseph Metz (SEAL)  
James Park Florence Metz (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 19th day of October, in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Joseph Metz and Florence Metz, his wife, and each the county aforesaid, personally appeared Joseph Metz and Florence Metz, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in the form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

James Park  
Notary Public.



Charles L. Hausrath et ux.,

Mortgage

To

Filed and Recorded October 25<sup>th</sup> 1949 at 9:10 A.M.

The Liberty Trust Company

THIS MORTGAGE, Made this 17th day of October, in the year nineteen hundred and forty nine, by and between Charles L. Hausrath and Helen Marie Hausrath, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said Charles L. Hausrath and Helen Marie Hausrath, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Nine Hundred Fifty (\$950.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro rata quarterly interest hereunder to be payable on December 31, 1949.

This mortgage is executed to secure part of the purchase money for the property herein described and conveyed and is, therefore, a Purchase Money Mortgage.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Charles L. Hausrath and Helen Marie Hausrath, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to wit:

All that piece or parcel of ground situated about 100 feet in a southeasterly direction from Railroad Street, in the Town of Lonaconing, Allegany County, Maryland, and being composed of a part of Lot No. 6 and a part of Lot No. 7 in a series of lots originally laid out by the Georges Creek Coal and Iron Company in the year 1866, which said property hereby conveyed is more particularly described as follows: (Magnetic courses as of October, 1942, run by vernier readings and horizontal distances being used throughout.)

Beginning for the same at a stake standing at the end of the second line of that part of the original Lot No. 6, which was conveyed unto Leo J. Carter et ux., by deed of David Miller et ux., dated April 20, 1937, and recorded in Liber No. 177, folio No. 443, of the Land Records of Allegany County, Maryland, said stake being also at the end of 145.33 feet on the given line of the aforesaid original Lot No. 7, and being also on the northwest margin of a road and running thence with said road and the third line of the aforesaid Miller deed (using an allowance of 3 degrees 48 minutes for magnetic variation), South 42 degrees 48 minutes West 19.0 feet to

an iron stake, thence with part of the third line of the aforesaid Miller deed, North 38 degrees 02 minutes West 83.5 feet to a stake, thence across the whole parcel as conveyed in said Miller deed and extending into the aforesaid original Lot No. 7, North 52 degrees 56 minutes East 24.50 feet to a stake, thence South 35 degrees 24 minutes East 80.58 feet to a stake standing on the northwesterly margin of the aforesaid road and at the end of 2.10 feet on a line drawn North 44 degrees 38 minutes East from the beginning of this description; thence North 44 degrees 58 minutes East 11.10 feet to a stake; thence South 35 degrees 42 minutes East 139.43 feet to the end of 43.72 feet on the third line of the aforesaid original Lot No. 7, thence with the remainder of said line, South 22 degrees 33 minutes West 15.28 feet to a stake; thence with part of the given line of said Lot No. 7, North 35 degrees 42 minutes West 145.33 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Leo J. Carter et al., by deed dated October 3, 1949, and to be duly recorded among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Nine Hundred Fifty Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George W. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns, which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property

Compared and Mailed Delivered  
To Mr. J. B. J.  
Nov 14 1949



is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Nine Hundred Fifty (\$950.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST: Charles L. Hausrath (SEAL)  
James Park Helen Marie Hausrath (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 17 day of October in the year nineteen hundred and forty nine before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Charles L. Hausrath and Helen Marie Hausrath, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

James Park, Notary Public.

Saville G. Weisman et ux.,  
To  
The Liberty Trust Company.

County Mortgage

Filed and Recorded October 26" 1949 at 2:05 P.M.

THIS MORTGAGE, Made this 25th day of October, A. D. 1949, by and between Saville G. Weisman and Elizabeth B. Weisman, his wife, of Allegany County, in the State of Maryland, hereinafter called the Mortgagor, and a corporation organized and existing under the laws of

the State of Maryland, hereinafter called the Mortgagee, known as The Liberty Trust Company, Cumberland, Maryland.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, in the principal sum of Fourteen Thousand Dollars (\$14,000.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Liberty Trust Company, in Cumberland, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of One Hundred Three and 60/100 Dollars (\$103.60), commencing on the first day of December, 1949, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of November, 1964. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.

AND WHEREAS' this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all the following described property in Allegany County, in the State of Maryland, to wit:

All that lot or parcel of ground situated in the City of Cumberland, Allegany County, Maryland, on the southerly side of Washington Street and more particularly described as follows:

BEGINNING at a point on the south side of Washington Street, North 78 degrees West 316-1/2 feet from the southwest corner of Washington Street and Allegany Street, said point being the beginning point of Lot No. 173 on the Plat of the Partition of Rose Hill Estate, in No. 1674 Equity and recorded in the Circuit Court for Allegany County, Maryland, and running thence with Washington Street, North 78 degrees West 50 feet to a lot formerly belonging to Helen H. L. Read, said lot being recorded among the Land Records of Allegany County in Liber 70, folio 325, and thence with the line thereof by a line parallel to Magruder Alley, South 12 degrees West 160 feet to Derby Lane and with it, South 78 degrees East 50 feet, thence by a straight line to the point of beginning, being Lot No. 173 on Map No. 9 of Rose Hill Estate.

It being the same property which was conveyed unto the said Mortgagors by John T. Fey et ux, by deed dated the 25th day of October, 1949, and duly recorded among the Land Records of Allegany County.

This mortgage is executed to secure part of the purchase money for the property herein described and conveyed and is, therefore, a Purchase Money Mortgage.

Together with all building and improvements now and hereafter on said land, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:-----

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, forever in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all



conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(II) interest on the mortgage debt secured hereby; and

(III) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of the installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the pre-

misses covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining in the funds accumulated under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now, and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain fire and such other hazard insurance as the Mortgagee may require on the improvements now or hereafter on said premises, but shall not be required to maintain amounts in excess of the aggregate unpaid indebtedness secured hereby, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in the companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the



Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of sixty (60) days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or George R. Hughes, its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Allegany County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars (\$50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; second, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; third to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Allegany County, in Equity, which said expenses, costs and commission the said mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

Witness the signatures and seals of the Mortgagors on the day and year first above

written.

Witness:

Hugh D. Shires

Hugh D. Shires

Saville G. Weisman

Elizabeth B. Weisman

(SEAL)

(SEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY, to wit:

I HEREBY CERTIFY, That on this 25th day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Saville G. Weisman and Elizabeth B. Weisman, his wife, the above named Mortgagors, and each acknowledged the foregoing Mortgage to be their act.

At the same time also personally appeared Charles A. Piper, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

Chattel Mortgage

Mary C. Pennel et vir.,

To

Personal Finance Company.

Filed and Recorded October 26" 1949 at 8:30 A. M.

Loan No. 653 Final Due Date October 24, 1950. Mortgagee: Personal Finance Company of Cumberland, Room 200, Liberty Trust Co. Building, Cumberland, Md. Mortgagor's Name and Address Mary C & Harry W. Pennel, R. F. D. #2 Williams Road, Cumberland, Md. Date of Mortgage October 24, 1949 Actual Amount of Loan \$300.00

Mortgagor acknowledges receipt of said actual amount of loan on said date of mortgage from the said Mortgagee and authorizes said Mortgagee to pay for mortgagor's account the following items: Present Balance \$ None Total Disbursements \$300.00 Cash Balance \$300.00.

KNOW ALL MEN BY THESE PRESENTS, that said mortgagor, as described above, for and in consideration of a loan in the actual amount of loan shown above made to them by the said Mortgagee as described above which loan is repayable in 11 successive monthly instalments of \$25.13 /100 each, which include interest at the rate of 3% per month on the unpaid principal balances of said loan, the first of which instalments is payable on the 24th day of November, 1949, together with a final instalment, covering any unpaid balance, including interest as aforesaid, which instalment is due and payable on the final due date shown above, the receipt whereof is hereby acknowledged, do by these presents, bargain, sell and convey unto said Mortgagee, its successors and assigns, the personal property described below in schedule marked "A" which is hereby made a part hereof by this reference. Said loan is evidenced by a promissory note of even date herewith, which note bears interest after maturity thereof at the aforementioned rate and said note provides that payment in advance may be made thereon in any amount at any time

Compared and Mailed Delivered  
To Mortgagee  
Nov 15 1949



gagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ember D. Johnson, Notary Public.

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Homer E. Arnold, Executor

To

Filed and Recorded October 28th 1949 at 3:40 P. M.

Homer E. Arnold.

Bill of Sale

Stamps \$3.85

THIS BILL OF SALE made and entered into this 27th day of September, 1949, by and between Homer E. Arnold, executor of the Estate of M. L. Arnold, deceased, Cora M. Arnold and Oleta Arnold Shanholtz, sellers and parties of the first part, and Homer E. Arnold, Buyer and party of the second part.

WHEREAS M. L. Arnold died testate on July 12, 1949, seized and possessed of a 1/4 undivided interest in that certain partnership business known as the Allegany Feed and Grain Company with its principal office and place of business on Knox Street in the City of Cumberland, Allegany County, Maryland, and by his last will and testament devised his property in the following proportions, after the payment of his debts and funeral expenses; namely, to his widow, Cora M. Arnold, 5/13 interest; to his son, Homer E. Arnold, 5/13 interest; and to his daughter, Oleta Arnold Shanholtz, 3/13 interest, and

WHEREAS the said Cora M. Arnold and Oleta Arnold Shanholtz have agreed to sell and convey all their right, title and interest of whatsoever kind and character, including the dower interest of the widow, in and to said business and all the assets thereof, unto Homer E. Arnold and the executor of the estate has also agreed to join in said conveyance.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the sum of \$355.35, the said parties of the first part do hereby grant and convey, sell, transfer, assign, and set over unto Homer E. Arnold, all their right, title, and interest, including all rights, dower or otherwise, of Cora M. Arnold as widow of M. L. Arnold, deceased, and including all the interest devised unto the said Cora M. Arnold and Oleta Arnold Shanholtz by the last will and testament of M. L. Arnold, deceased, in and to that certain business and partnership, operating as a going concern, known as the Allegany Feed and Grain Company located in and having its principal office and place of business at Knox Street in the City of Cumberland, Allegany County, Maryland, including all the cash on hand, notes and accounts receivable, inventory of merchandise, machinery and equipment, all trucks and motor vehicles and personal property of every kind and character including the Mercantile Building located upon leased land, all rights and interest in said lease upon which the building is located, if any; the good will of said business and all assets of every kind and character of said business and partnership as shown on the appraisal of the Estate of M. L. Arnold, deceased. The said Homer E. Arnold, purchaser, as part of the consideration, to assume and pay all accounts receivable, notes payable, and other liabilities against said business known as the Allegany Feed and Grain Company as shown on the balance sheet of said business at the time of the appraisal thereof, according to the proportionate share thereof that may be due and owing by the said executor and Cora M. Arnold and Oleta Arnold Shanholtz by reason of their ownership of 8/13 of the interest of the late M. L. Arnold.

It is also understood and agreed between the parties that the consideration herein named shall be accepted as full payment for all the interest which the said Cora M. Arnold and Oleta Arnold Shanholtz may have in said business and partnership and the assets thereof and for any and all claims against said business and the said Homer E. Arnold, Buyer, by reason of his having been in possession of and having operated and managed said business since the death of M. L. Arnold, it being understood that he is entitled to all the profits and benefits of said business from that date and that the amount of consideration herein set forth is in full settlement therefor.

WITNESS the following signatures and seals:

Cora M. Arnold (SEAL)

Homer E. Arnold (SEAL)

Executor of Estate of M. L. Arnold, deceased

Oleta Arnold Shanholtz (SEAL)

SELLERS

Homer E. Arnold (SEAL)

BUYER

STATE OF WEST VIRGINIA COUNTY OF HAMPSHIRE, TO WIT:

I, Maxine Smith, a Notary Public within and for the county and state aforesaid, do hereby certify that Homer E. Arnold, Executor of the Estate of M. L. Arnold, deceased, and Homer E. Arnold in his own right, and Cora M. Arnold, whose names are signed to the foregoing and annexed writing, bearing date of the 27th day of September, 1949, have each this day acknowledged the same before me in my said county.

Given under my hand this 26 day of October, 1949. My commission expires December 27, 1958.

(Notarial Seal)

Maxine Smith, Notary Public.

STATE OF West Virginia COUNTY OF Hampshire TO WIT:

I, Maxine Smith, a Notary Public within and for the county and state aforesaid, do hereby certify that Oleta Arnold Shanholtz, whose name is signed to the foregoing and annexed writing, bearing date of the 27th day of September, 1949, has this day acknowledged the same before me in my said county.

Given under my hand, this 26 day of October, 1949. My commission expires December 27, 1958.

(Notarial Seal)

Maxine Smith, Notary Public.

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Mortgage

Gladstone Broadwater et ux.,

To

Filed and Recorded October 28<sup>th</sup> 1949 at 2:55 P. M.

Stamps \$1.10

The Liberty Trust Company

THIS MORTGAGE, Made this 28th day of October in the year nineteen hundred and Forty Nine, by and between Gladstone Broadwater and Charlotte Broadwater, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine,

Compared and Mailed  
To West Virginia City  
Nov 15 1949



as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said Gladstone Broadwater and Charlotte Broadwater, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Twelve Hundred (\$1200.00) Dollars payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro rata quarterly interest hereunder to be payable on December 31st, 1949.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Gladstone Broadwater and Charlotte Broadwater, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to wit:

All that piece or parcel of land or ground situate, lying and being in Election District No. 21, Allegany County, State of Maryland, being part of the same land which Rosalie Hendrickson, widow, obtained from Thornton Hendrickson, widower, by deed dated the 23rd day of October, 1922, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 141, Folio 695, and being described as follows, to wit:

BEGINNING at an iron stake near a bridge across Elk Lick Run, the point designated as the beginning of the parcel of land conveyed by Rosalie Hendrickson, widow to Charles A. Hendrickson, and subsequently conveyed by Wilbur V. Wilson, Trustee, to Charles A. Hendrickson and Bertha C. Hendrickson, his wife, by deed dated December 18, 1942, and recorded in Liber 195, folio 31, of the Land Records of Allegany County, Maryland, and running thence by the Easterly margin of a private road leading to the said parcel of land of Charles A. Hendrickson North 18-3/4 degrees West 156 feet from the center of Elk Lick Run to an iron stake at the intersection of the Easterly margin of said road with the Southerly margin of the Baltimore Pike on U. S. Route 40; thence by said highway and thirty feet from the centre thereof South 65 degrees East 296 feet to an iron stake at the end of a reference line drawn North 41-1/2 degrees West 60.2 feet from the Northwest corner of the National Esso Station main building; thence leaving the margin of said highway South 26 degrees West 103.3 feet to the centre line of Elk Lick Run; thence by the first line of the land of Charles A. Hendrickson reversed and by true meridian bearing North 68 degrees West 186.8 feet to the beginning.

It being the same property conveyed by Rosalie Hendrickson, widow, to Gladstone Broadwater and Charlotte Broadwater, his wife, by deed dated the 3rd day of May, 1947, and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 214, Folio 662.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twelve Hundred Dollars, together with the interest thereon when and as the same becomes due and payable and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mort-

gagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Twelve hundred (\$1200.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

|         |                      |        |
|---------|----------------------|--------|
| Attest: | Gladstone Broadwater | (SEAL) |
|         | Charlotte Broadwater | (SEAL) |

Thomas L. Keech  
STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 28th day of October in the year nineteen hundred and Forty nine, before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Gladstone Broadwater and Charlotte Broadwater, his



wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named Mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Wm. A. Darkey, Notary Public.

*For value received, The Liberty Trust Co., of Cumberland, Md., hereby releases the within and foregoing mortgage. Witness the signature of said The Liberty Trust Co., of Cumberland, Maryland, by John J. Robinson, its Vice President, and its corporate seal, duly attested by its Assistant Secretary, this 15th day of June 1950.*

*R. W. Holt*

*Asst. Secy.*

(Corporate Seal)

*The Liberty Trust Co., of Cumberland, Maryland.*

*By John J. Robinson*

*Vice Pres.*

*6/15/50*

~~~~~

1, Beatrice Ritter

To

Filed and Recorded October 27th 1949 at 10:45 A. M.

First Federal Savings and Loan Association.

Mortgage

Stamps \$3.85

THIS MORTGAGE, Made this 25th day of October in the year Nineteen Hundred and Forty Nine by and between 1. Beatrice Ritter, (unmarried) of ---- County, in the State of California, party of the first part, hereinafter called mortgagor, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagee has this day loaned to the said mortgagor, the sum of Thirty seven hundred and ten and no/100 Dollars, which said sum the mortgagor agrees to repay in installments with interest thereon from the date hereof, at the rate of 5½ per cent. per annum, in the manner following:

By the payment of Thirty seven (\$37.00) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor does give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to wit:

All that part of Lot No. 6 of Gate's Addition to Cumberland, Maryland, said plat being recorded in Liber No. 113, Folio 537, Land Record of Allegany County, Maryland, and said part of lot being situated in Cumberland, Allegany County, Maryland, and more particularly described as follows:-

BEGINNING at the end of five feet on the first line of Lot No. 6 and with said line and the South side of Camden Avenue, South 66 degrees 10 minutes West 45 feet to the beginning of Lot No. 7, and with said last line of said Lot No. 7 reversed South 23 degrees 50 minutes East 150 feet to a 16 foot alley and with it North 66 degrees 10 Minutes East 45 feet to Ralph E. Lashley's lot and with it to the beginning.

It being the same property conveyed by Bertha V. Ritter and Paul Ritter, her husband, to I. Beatrice Ritter, unmarried, by deed dated August 30, 1937, and recorded in Liber No. 178, Folio 485, etc. Land Record of Allegany County, Maryland

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unaid balance of this indebtedness.

The said mortgagor hereby warrants generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that she will execute such further assurances as may be requisite.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor, her heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, and its successors or assigns, or George W. Legge, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the pay-

Compared and Mailed Delivered
To: Recorder of Deeds, Allegany Co., Md.
Per 15-19-49

ment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling of making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor, her heirs or assigns, and in case of advertisement under the above power but no sale, one half of the above commission shall be allowed and paid by the mortgagor, her representatives, heirs or assigns.

AND the said mortgagor, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty seven hundred and ten dollars and no/100 Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

AND the said mortgagor, as additional security for the payment of the indebtedness hereby secured, does hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor, for herself and her heirs, personal representatives, does hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable, and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, her heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments,

as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

WITNESS, the hand and seal of the said mortgagor.

Attest:

I. Beatrice Ritter

(SEAL)

Carrie T. Mollring

Maxine Shaw

STATE OF CALIFORNIA, Los Angeles COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 25 day of October in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of California, in and for said County, personally appeared I. Beatrice Ritter, unmarried the said mortgagor herein and she acknowledged the foregoing mortgage to be her act and deed.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Flora L. Swanson, Notary Public.

Notary Public in and for the County

of Los Angeles, State of California

My commission Expires July 21, 1953.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY That on this 27th day of October, in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Gerald L. Harrison, Notary Public.

Cumberland, Md. August 30, 1950

For value received, the First Federal Savings and Loan Association of Cumberland, Maryland, releases the within and foregoing mortgage. Witness the signature of Lynn C. Lashley, its Executive Vice President, and the Corporate Seal of said Corporation, attested by its Secretary, the day and year above written.

Attest: By: Gerald L. Harrison, Secretary
(Corporate Seal)

First Federal Savings and Loan Association of Cumberland
By: Lynn C. Lashley, Executive Vice President
8/31/50

Mortgage

David Spiker et ux.,

To

Filed and Recorded October 28th 1949 at 11:20 A. M.

Stamps \$1.10

Equitable Savings and Loan Society.

THIS MORTGAGE, Made this 24th day of October, 1949, by and between David Spiker and Matilda Spiker, his wife, of Allegany County, Maryland, parties of the first part, hereinafter called the "Mortgagor", and Equitable Savings and Loan Society of Frostburg, Maryland, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, party of the second part, hereinafter called the "Mortgagee".

WHEREAS, the Mortgagor, being a member of said Society, has received therefrom a loan of Fourteen Hundred and 00/100 Dollars (\$1400.00) on his Ten and Ten Thirtieths (10-10/13) Shares of its stock.

AND WHEREAS, the Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner following:

By the payment of Thirteen and 66/100 Dollars (\$13.66), on or before the 24th day of

Compared and Delivered with To: Equitable Savings and Loan Society Inc. Nov. 1, 1949

each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and description, fire and extended coverage insurance premiums, and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

AND WHEREAS, it was a condition precedent to said loan that the repayment thereof, together with the interest, advances and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

NOW THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property, to wit:

ALL that property lying and being in Allegany County, Maryland, and particularly described as follows, to wit:

BEGINNING at a peg on the east side of Spring Street, in the Town of Frostburg, Allegany County, Maryland, at the end of the third line of the whole tract of land conveyed to Elizabeth Rees by Thomas M. Thomas, et ux, dated September 20, 1886, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 63, folio 202, and running thence with Spring Street, South 38-1/2 degrees West 50 feet to an alley, and with said alley South 57-1/2 degrees East 120 feet to a peg; thence North 38-1/2 degrees East 50 feet to the third line of said whole tract and with said line North 57-1/2 degrees West 120 feet to the beginning.

IT being the same property which was conveyed by Elizabeth Rees to Mary Williams and Thomas Williams, her husband, by deed dated September 17, 1920, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 134, folio 674; the said Thomas Williams having died in 1938, title to the said property vested in the said Mary Williams, his widow, by operation of law; on the death of the said Mary Williams intestate on November 1, 1943, the said property was inherited by Emily W. Stewart, widow, daughter, Leslie S. Williams, son, Margaret Roberts, divorced, daughter, and Paul E. Schmutz and Arthur W. Schmutz, children of Mrs. Elizabeth Schmutz, deceased; by deed dated October 1, 1945, and recorded in Liber No. 215, folio 334, the interests of all the heirs of Mary Williams in the foregoing property with the exception of that of Leslie S. Williams were conveyed to the parties of the first part; by deed dated May 21, 1947, and recorded in Liber No. 215, folio 335, Emily W. Stewart, Committee, conveyed the one fourth undivided interest of the said Leslie S. Williams to the parties of the first part.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

PROVIDED, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.

AND the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and

assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its successors and assigns, during the continuance of this Mortgage the sum of ----- Dollars (\$---) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this mortgage and the sale of the mortgaged premises as hereinafter provided, any balance in this special fund may, at the option of the Mortgagee, be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums, or any deficiency in said account as hereinbefore mentioned, the Mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

AND the Mortgagor does further covenant and agree:

(a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

(b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.

(c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.

(d) That he specially warrants the property herein mortgaged, and that he will exe-

cute such further assurances thereof as may be required.

(e) That he will pay a "late charge" of twenty five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears to cover the extra expense involved in handling delinquent payments.

AND IT IS AGREED that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

AND in case of any default being made in any of the payments, covenants or conditions of this Mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the Equitable Savings and Loan Society of Frostburg, Maryland, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs and assigns, which said sale shall be made in the manner following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction, and if said property be not sold, it may be sold afterwards, either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not, including all advances together with interest thereon as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personal representatives, heirs or assigns, or to whomever may be entitled to the same. In case of advertisement under the above power but no sale, all expenses incident thereto and one half of the above commission shall be allowed and paid to the person or persons advertising the same by the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS, the signatures and seals of the parties of the first part on the day and year above written.

WITNESS as to all: David Spiker (SEAL)
Harry J. Boettner Matilda Spiker (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 24th day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared David Spiker and Matilda Spiker, his wife, the Mortgagor herein, and acknowledged the foregoing instrument of writing to be their respective act and deed; and at the same time and place before me also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration in the foregoing mortgage is true and bona fide as herein set forth, and further

made oath in due form of law that he is the Secretary and Agent of the Mortgagee and duly authorized to make such affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Harry J. Boettner, Notary Public.

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George L. Sell et ux.,

To

Mortgage  
Filed and Recorded October 28<sup>th</sup> 1949 at 3:00 P. M.

The Liberty Trust Company.

THIS MORTGAGE, Made this 27<sup>th</sup> day of October, in the year nineteen hundred and forty nine, by and between George L. Sell and Virginia R. Sell, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said George L. Sell and Virginia R. Sell, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of One Thousand Six Hundred (\$1,600.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro rata quarterly interest hereunder to be payable on December 31, 1949.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said George L. Sell and Virginia R. Sell, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to wit:

All that lot or parcel of ground situated on the Valley Road about one half mile northwesterly of the City of Cumberland, Allegany County, State of Maryland, being Lot No. 136, Section "B", of Bowman's Cumberland Valley Addition to Cumberland and described as follows, to wit:

Beginning at a point on the easterly side of Light Street at the end of the first line of Lot No. 135, and running thence with the easterly side of Light Street, North 43 degrees 28 minutes East 40 feet, thence South 46 degrees 32 minutes East 185 feet, more or less, to the westerly side of the Old Valley Road, thence with the westerly side of said Road in a Southwesterly direction 41 feet, more or less, to the end of the second line of Lot No. 135, then with said second line reversed, North 46 degrees 32 minutes West 195 feet, more or less, to the beginning.

Also, all that lot or parcel of ground situated on the Valley Road about one and one-half miles northeasterly of the City of Cumberland, Allegany County, Maryland, being Lot No. 135, Section "B", as shown on Amended Plat No. 2 of Bowman's Cumberland Valley Addition to

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Cumberland, and described as follows, to wit:

Beginning for the same on the easterly side of Light Street at the end of the first line of Lot No. 134, and running thence with the easterly side of Light Street, North 43 degrees 28 minutes East 40 feet, then South 46 degrees 32 minutes East 175 feet, more or less, to the end of the second line of Lot No. 134, and with said line reversed, North 46 degrees 32 minutes West 178 feet, more or less, to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Robert B. Dixon et ux., by deed dated October --- 1949, and duly recorded among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand Six Hundred Dollars, together with the interest thereon when and as the same become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least One Thousand Six Hundred (\$1,600.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

George L. Sell

(SEAL)

Celestine H. Rhind

Virginia R. Sell

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 27th day of October, in the year nineteen hundred and forty nine before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared George L. Sell and Virginia R. Sell, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Celestine H. Rhind, Notary Public.

Cumberland, Maryland, May 26, 1950

My Commission Expires May 7, 1951.

*For Value Received, The Liberty Trust Company, Cumberland, Maryland, hereby releases the within and foregoing mortgage. Witness the signature of Chas. A. Piper, President, duly attested by the Asst. Secretary, who have caused the corporate seal to be hereunto affixed.*

*Attest: Hugh J. Shure*  
*Asst. Secretary*

*(Corporate Seal)*

*The Liberty Trust Company*  
*By Chas. A. Piper*  
*President*

6/7/50

Chattel Mortgage

Walter L. Golden et al.,

To

The First National Bank of Cumberland, Md.

THIS PURCHASE MONEY CHATTEL MORTGAGE, Made this 27th day of October, 1949, by and between Walter L. and Alma C. Golden, of Allegany County, Maryland, party of the first part, hereinafter called the Mortgagor, and The First National Bank of Cumberland, a National banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of Five hundred fifty four & 38/100 Dollars (\$554.38), which is payable in 12 monthly installments of Forty six & 20/100 Dollars (\$46.20) payable on the 27th day of each and every calendar month,

Compared and Mailed  
To: *Walter L. Golden*  
By: *Walter L. Golden*  
Date: *Nov 15 19 49*



in limitation of any other right or remedy which the mortgagee shall have.

The Mortgagor acknowledges to have received from the Mortgagee in connection with the loan herein mentioned, a statement in the English language showing the amount and date of the loan, the maturity thereof, the nature of the security for the loan, the name and address of the Mortgagor, the name and address of the Mortgagee, the rate of interest charged and the provisions of Section 15 of Article 58A of the Uniform small loan laws of Maryland.

Description of Mortgaged property:

1 floor radio, 1 studio couch, 1 oak rocker, 1 stove, 1 table radio, 1 portable Admiral radio, 1 iron, 1 oak cabinet, 2 chairs, 1 elec. wash. mach., 1 Oriole range, 1 grey table, 1 bed, 1 iron bed, 1 iron bed, 1 grey dresser, 1 dresser.

IN WITNESS WHEREOF, the mortgagors hereunto set their hands and seals the date of the chattel mortgage above set forth.

WITNESS: R. A. White

Leo M. Davis (SEAL)

STATE OF MARYLAND, CITY/COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 13th day of Sept., 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Leo M. Davis, the Mortgagor(s) named in the foregoing Chattel Mortgage, and acknowledged said Mortgage to be his act. And, at the same time, before me also personally appeared R. A. White, agent for the within named mortgagee, and made oath in due form of law, that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the mortgagee and duly authorized by said mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

*Eugenia A. Spano, Notary Public.  
For value received the Aetna Finance Company of Cumberland, Maryland, hereby  
releases the within aforesaid chattel mortgage. Witness the signature of said company  
by its Manager, attested by secretary this 7th day of Nov. 1949.  
Attested by  
Gouldine Hartby  
Secretary  
Ray White  
Manager  
11/7/49*

Frederick L. Stein, et ux.

Mortgage.

To Western Maryland Bldg. & Loan Assoc., Inc. Filed and Recorded October 29<sup>th</sup> 1949 at 10:00 A. M.

THIS MORTGAGE, made this 28th day of October, in the year nineteen hundred and Forty-Nine, by and between Frederick L. Stein and Evelyn E. Stein, his wife, of Allegany County and State of Maryland, parties of the first part and the Western Maryland Building and Loan Association, Incorporated, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of Three Thousand One Hundred and no/100 (\$3100.00) Dollars, on thirty shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section

2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE this mortgage witnesseth: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, all that lot or parcel of land lying on the Northerly side of N. Mechanic Street, in the City of Cumberland, Allegany County and the State of Maryland being a part of the parcel of ground conveyed in two descriptions by Henry Bachman Jammer et ux to J. Nelson Powell, et al., by deed dated June 12, 1944, and recorded in Liber No. 199, Folio 682, one of the Land Records of Allegany County, Maryland, and described as follows:

Beginning for the same at a point on the Northerly side of North Mechanic Street, distant South 67 degrees East 43 feet from the Northeast intersection of North Mechanic Street and Eutaw Place and running thence with the Northerly side of North Mechanic Street, South 67 degrees East 27 feet to a point at the end of the fourth line of the first parcel of ground in aforesaid deed; thence North 23 degrees East 112 feet to a stake; thence North 67 degrees West 30 feet to a stake; thence South 21 degrees 26 minutes West 112.1 feet to the place of beginning.

Also a right of way ten feet wide from the rear of the above described lot across the adjoining property on the West to Eutaw Place, over a strip of land described as follows:

Beginning for the same at the end of the third line of above description, and running thence with part of the fourth line, South 21 degrees 26 minutes West 10 feet; thence North 67 degrees West 45 feet to Eutaw Place; thence with Eutaw Place, North 23 degrees East 10 feet; thence South 67 degrees East 45 feet to the place of beginning.

It being the same property which was conveyed to Frederick L. Stein and Evelyn E. Stein, his wife, by James A. Perrin and Angela M. Perrin, his wife, by deed of even date herewith, to be recorded prior to the recording of this mortgage.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED, HOWEVER, that if the said parties of the first part make, or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said part of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

First: To pay to the said corporation, its successors or assigns, the principal sum of three thousand dollars with 6% per cent interest thereon, payable in 120 monthly payments of not less than \$34.44 each, on or before the 28th day of each month hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 28th day of November, 1949, at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 28th day of October, 1959.

IT IS UNDERSTOOD and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder



or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand (\$3,000.00) Dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire to insure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED, that if default shall be made by the said parties of the first part, or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or F. Brooke Whiting, its or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes and a commission of eight (8%) per cent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said part of the first part as their interest may appear.

WITNESS the hands and seals of the said parties of the first part hereto, the day and year hereinbefore written.

Test: Ethel McCarty

Frederick L. Stein (SEAL)

Evelyn E. Stein (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY THAT, on this 28th day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Frederick L. Stein and Evelyn E. Stein, his wife, and each acknowledged the foregoing mortgage to be their act; and at the same time, before me, also personally appeared Clement C. May, an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth: and the said Clement C. May did further in like manner, make oath that he is the Secretary and Agent of the said mortgagee and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this 28th day of October, 1949.

(Notarial Seal)

Ethel McCarty, Notary Public.

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Karl G. Perry, et ux.

Mortgage

To

Filed and Recorded October 31<sup>st</sup> 1949 at 10:40 A. M.

Raymond B. Fey, et ux.

THIS PURCHASE MONEY MORTGAGE, made this 29th day of October, in the year Nineteen Hundred and Forty-Nine, by and between Karl G. Perry and Cora G. Perry, his wife, hereinafter called Mortgagors, which expression shall include their heirs, personal representatives successors and assigns, where the context so admits or requires, of Allegany County, State of Maryland, parties of the first part, and Raymond B. Fey and Ruth F. Fey, his wife, hereinafter called Mortgagees, which expression shall include their heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, parties of the second part, WITNESSETH:

WHEREAS the said parties of the first part stand indebted unto the said Raymond B. Fey and Ruth F. Fey, his wife, in the full and just sum of six thousand (\$6,000.00) Dollars, as evidenced by their joint and several promissory note of even date herewith, together with interest thereon at the rate of five (5%) per centum per annum, said interest to be computed (JTF) monthly and payable monthly. The aforesaid principal sum, with interest thereon as above provided, shall be paid at the rate of at least sixty (\$60.00) dollars, per month, from which monthly payments the interest is to be first deducted and the balance thereof is to be applied on the principal sum of this mortgage; the first of said monthly payments to be due and payable on February 1, 1950, with interest to begin January 1, 1950.

This mortgage is a purchase money mortgage given to secure in part the purchase price of the property hereinafter described.

After the expiration of five (5) years from the date hereof, the parties of the second part herein named, shall have the right to demand payment of the full principal and interest due upon the foregoing mortgage, notwithstanding provisions to the contrary.

NOW THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagees the following property to wit: All that tract or parcel of land situate, lying and being in Election District No. 21 in Allegany County, Maryland, and being more particularly described as follows, to-wit: BEGINNING for the said tract at an iron stake next to a red oak tree marked with three notches, standing on the fifth line of the entire property conveyed to Samuel C. Morgan and Pearl Morgan, his wife, by the Federal Farm Mortgage Corporation by deed dated the 6th day of December, 1939, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 185, Folio 466, a specific reference to said deed being hereby made for a fuller and more particular description thereof, said point of beginning being South 64½ degrees and more particular description thereof, said point of beginning being South 64½ degrees West 410½ feet from the end of the fourth line of said whole tract; and running thence with part of the fifth line of said whole tract, South 64½ degrees West 249½ feet to the end of said fifth line; thence with the sixth line of said whole tract, North 63 degrees West 586 feet;



thence with the seventh line of said whole tract, North 27½ degrees East 132 feet; thence with part of the eighth line of said whole tract, North 63 degrees West 269 feet to a red oak marked with an "X", thence running across said whole tract, South 17 degrees West 810 feet to a black oak tree marked "X" on the twelfth line of said whole tract; thence with part of said twelfth line, North 82½ degrees East 285 feet; thence with the thirteenth line of said whole tract, South 50 degrees East 697 feet; thence with part of the fourteenth line of said whole tract, South 63½ degrees East 1283 feet to a point where the Southerly side of Morgan Road intersects the Westerly side of the Pleasant Valley Road; thence with the Westerly side of the Morgan Road, as now located, approximately due North 20 feet to a large oak tree; thence North 63½ degrees West 470 feet to an iron stake newly planted; thence running across the said whole lot, North 17 degrees West 1160 feet to the place of beginning.

BEING the same property which was conveyed to the said Mortgagors by the said Mortgagees, by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, at the time of recordation of this mortgage.

The above described property is subject, however, to all the reservations contained in the aforesaid deed from Raymond B. Fey and Ruth F. Fey, his wife, to Karl G. Perry and Cora G. Perry, his wife, of even date herewith and to be recorded at the time of recordation of this mortgage.

AND WHEREAS this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgagees the aforesaid Six Thousand (\$6,000.00) dollars, with interest as above provided, and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagors may occupy the aforesaid property, upon paying in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagees or John T. Fey, their duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in the City of Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent. to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage, including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagees, the improvements on the hereby mortgaged land to an amount of at least Six Thousand (\$6,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagees, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagees; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seals of said Mortgagors.

Attest: John T. Fey

Karl G. Perry

(SEAL)

John T. Fey

Cora G. Perry

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 29th day of October, in the year 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Karl G. Perry and Cora G. Perry, his wife, the within named Mortgagors, and acknowledged the foregoing mortgage to be their respective act and deed. And at the same time, before me, also personally appeared Raymond B. Fey and Ruth F. Fey, his wife, the within named Mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

(Notarial Seal)

Eloise Shaffer, Notary Public.

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James M. Teeter, et ux.

Mortgage.

To

Filed and Recorded October 31<sup>st</sup> 1949 at 10:50 A. M.

Home Building and Loan Association, Inc.

THIS PURCHASE MONEY MORTGAGE, Made this 28th day of October, in the year Nineteen Hundred and Forty-Nine, by and between James M. Teeter and Elsie L. Teeter, his wife, of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

WHEREAS, the said mortgagee has this day loaned to the said mortgagors, the sum of Twenty-Five Hundred Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent (6%) per annum, in the manner following:

By the payments of thirty dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

Compared and Mailed Return 11/1/49  
T. R. Richards, Atty. Gen.  
Nov. 9 1949



NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying in the City of Cumberland, Allegany County, Maryland, and known as Lots Nos. 419 and 420 on the plat of Lots of the Humbird Land and Improvement Company's Addition to South Cumberland, said plat being recorded at the end of Liber No. 73, one of the Land Records of Allegany County, Maryland, each of said lots fronting thirty feet on Mary Street in said Addition with a depth of one hundred and fifty feet to each lot.

This being the same property which was conveyed by Marie McElfish, executrix of Virginia C. Noland, deceased, unto the said James M. Teeter and Elsie L. Teeter, his wife, by deed of even date and recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage herein, this being a purchase money mortgage.

The above described property is improved by a frame dwelling house of seven rooms and bath, a stone foundation, slate roof, and by a two-car garage and a wash house, and is known as No. 23 Mary Street, Cumberland, Maryland.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it

over to the said mortgagors, their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

AND the said mortgagors, their heirs, executors, administrators and assigns, further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum of Twenty-Five Hundred Dollars in companies approved by the Mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition or repair, the Mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as here in provided; (7) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

WITNESS, the hand and seal of the said mortgagors.

Attest: Joan B. Ghost

Joan B. Ghost

James M. Teeter (SEAL)

Elsie L. Teeter (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 28th day of October in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared James M. Teeter and Elsie L. Teeter, his wife, the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at



the same time before me also personally appeared Thomas Lohr Richards, attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as herein set forth, and did make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Joan B. Ghost, Notary Public.

Cumberland, Maryland, April 27, 1950

*For value received, Home Building & Loan Association, Inc., hereby releases the within and foregoing mortgage. Witness the hand and seal of its President and its corporate seal attested:*  
*By Rosalie A. Crabtree*  
*Assistant Secretary*  
*(Corporate Seal)*  
*By J. L. Richards*  
*President*  
*4/28/50*  
 #####

Xaveria F. McDonald, et vir.

Mortgage.

To

Filed and Recorded November 1<sup>st</sup> 1949 at 8:55 A. M.

Irving Millenson

THIS PURCHASE MONEY MORTGAGE, Made this 31st day of October, in the year Nineteen Hundred and Forty-Nine, by and between Xaveria F. McDonald and George McDonald, her husband, of the City of Baltimore, in the State of Maryland, parties of the first part, and Irving Millenson, of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are indebted unto the party of the second part in the full and just sum of \$1,500.00 this day loaned the parties of the first part by the party of the second part, which said sum is to be repaid with interest thereon at the rate of 6% per annum in monthly installments of \$35.00 each; said payments include both principal and interest, which interest shall be calculated and credited semi-annually. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his heirs and assigns, the following property, to-wit:

ALL THAT PIECE OR PARCEL of land lying and being on Ann Street (now Central Avenue), Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a point sixty-seven (67) feet distant from the beginning point of that piece or parcel of land which was conveyed to Earnest Barth by Ashael Willison and Amanda Willison, his wife, by deed bearing date the 19th day of February, 1897, and recorded in Liber T. L. No. 80, Folio 592, among the Land Records in the office of the Clerk of the Circuit Court for Allegany County, Maryland, and running thence with the first line of said deed, and with the South side of Ann Street (now Central Avenue) North 41 degrees East 18 feet; thence South 49 degrees East 120 feet; thence South 41 degrees West 18 feet; thence by a

straight line to the beginning. Said piece or parcel of land hereby conveyed fronting 18 feet on Ann Street (now Central Avenue) and having a width of 18 feet in the rear.

IT being the same property which was conveyed by John H. Trost, et ux. to Xaveria F. McDonald by deed dated October \_\_, 1949, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage, which is given to secure part of the purchase price of the property therein described and conveyed.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his heirs or assigns, the aforesaid sum of One Thousand Five Hundred Dollars (\$1,500.00), together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his heirs, executors, administrators and the said party of the second part, his heirs, executors, administrators and assigns, or Cobey, Carscaden and Gilchrist, its, his, her or their duly constituted attorneys or agents, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Five Hundred (\$1,500.00) dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.



WITNESS the hands and seals of said mortgagors.

Witness: Mary K. Lewis

Xaveria F. McDonald (SEAL)

George McDonald (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 31st day of October, in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said City, personally appeared Xaveria F. McDonald and George McDonald, her husband, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Dallas F. Nicholas, attorney and agent of Irving Millenson, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Mary K. Lewis, Notary Public.

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William H. Slough, et ux.

Mortgage.

To

Filed and Recorded November 1<sup>st</sup> 1949 at 8:55 A. M.

Western Maryland Building & Loan Association, Inc.

(Stamps 55¢)

THIS MORTGAGE, made this 31st day of October, in the year nineteen hundred and forty-nine, by and between William H. Slough and Ruth E. Slough, his wife, of Allegany County, and the State of Maryland, parties of the first part, and the Western Maryland Building and Loan Association, Incorporated, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of Five Hundred (\$500.00) Dollars, on Five (5) shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner herein-after mentioned, and the performance of and compliance with the covenants, condition and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland, and more particularly described as follows:

ALL those two lots or parcels of ground situated on Montgomery Avenue in Cumberland, Allegany County, Maryland, known as Lots Nos. 44 and 45 in Block 16 in Cumberland Heights Addition, and particularly described as follows, to-wit:

LOT 44 BLOCK 16: BEGINNING for the same at the intersection of the Easterly side of

Montgomery Avenue and the Southerly side of a twenty-foot alley extending from Montgomery Avenue to Louisiana Avenue, and running thence with the Easterly side of said Avenue South seven degrees forty-two minutes West thirty-five feet; thence South eighty-two degrees Eighteen minutes East one hundred thirty feet to a twenty-foot alley in the rear of Montgomery Avenue, and with it North seven degrees forty-two minutes East thirty-five feet to the southerly side of the twenty-foot alley first hereinbefore referred to, and with the southerly side of said alley North eighty-two degrees eighteen minutes West one hundred and thirty feet to the place of beginning.

IT being the same property which was conveyed to Elias Gatehouse and Annie Gatehouse by deed of Tasker G. Lowndes, dated December 23, 1920, and recorded among the Land Records of Allegany County, in Liber No. 142, Folio 230.

LOT 45 BLOCK 16: BEGINNING on the Easterly side of Montgomery Avenue at the end of the first line of Lot No. 44 of Block No. 16, said point being distant South 7 degrees 42 minutes West 35 feet from the intersection of the Easterly side of Montgomery Avenue and the Southerly side of a twenty-foot alley connecting Montgomery Avenue with Louisiana Avenue and running thence with the Easterly side of Montgomery Avenue South 7 degrees 42 minutes West 35 feet, then at right angles to said Avenue South 82 degrees 18 minutes East 130 feet to a twenty-foot alley, then with it North 7 degrees 42 minutes East 35 feet to the end of the second line of Lot No. 44, and with it reversed, North 82 degrees 18 minutes West 130 feet to the beginning.

IT being the same property which was conveyed by Elias Gatehouse, et ux, to William H. Slough, et ux, by deed dated February 15, 1946, and recorded in Deeds Liber 207, Folio 257, among the Land Records of Allegany County, Maryland.

Together with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED, however, that if the said parties of the first part make or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of Five Hundred (\$500.00) dollars with six (6%) per cent interest thereon, payable in 139 monthly payments of not less than \$5.00 each, on or before the 15th day of each month hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 15th day of November, 1949, at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 15th day of May, 1961.

It is understood and agreed that the parties of the first part have the right to pay in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or



or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least five hundred (\$500.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the Mortgage Debt.

PROVIDED that if default shall be made by the said parties of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable, and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or William R. Carscaden, its, or their duly constituted attorney, to sell the property hereby mortgaged for cash and to grant and convey the same to the purchaser or purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes and commission of eight (8%) per cent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made; that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said parties of the first part as their interest may appear.

WITNESS the hands and seals of the said parties of the first part hereto, the day and year hereinbefore written.

Test: Maxine Wilmot

William H. Slough (SEAL)

Ruth E. Slough (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY THAT on this 31st day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared William H. Slough and Ruth E. Slough, his wife, and each acknowledged the foregoing mortgage to be their act; and at the same time before me, also personally appeared Clement C. May, an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth: and the said Clement C. May did further in like manner make oath that he is the secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this 31st day of October, 1949.

(Notarial Seal)

Maxine Wilmot, Notary Public.

Alberta Mayer

Mortgage.

To

Filed and Recorded November 1<sup>st</sup> 1949 at 10:55 A. M.

Edward J. Ryan, et ux.

THIS MORTGAGE, Made this 29th day of October, in the year Nineteen Hundred and Forty-Nine, by and between Alberta Mayer, of Allegany County, in the State of Maryland, party of the first part, and Edward J. Ryan and Alice S. Ryan, his wife, of Allegany County, in the State of Maryland, parties of the second part, WITNESSETH:

WHEREAS, The said party of the first part is justly and bona fide indebted unto the parties of the second part in the full and just sum of Six Thousand Dollars (\$6,000.00), which said sum the party of the first part promises to pay to the order of the parties of the second part Five (5) years after date, with interest thereon at the rate of Six Per Centum (6%) per annum, payable monthly, with the right of the party of the first part to make payment of any amount upon the principal indebtedness at any interest period, but not less than twenty-five dollars (\$25.00) per month on the principal every month, the full amount, however, to be paid within Five (5) years.

The sum hereby secured being in part purchase money for the hereinafter described property, and is therefore, a Purchase Money Mortgage.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part does give, grant bargain and sell, convey, release and confirm unto the said parties of the second part, their heirs and assigns, the following property, to-wit:

All those lots or parcels of ground lying and being on Uhl Street in Frostburg, Allegany County, Maryland, and described as follows:

First: All those lots or parcels of ground lying and being on Uhl Street, Frostburg and beginning for the same at a locust post standing on the East side of Uhl Street, at the Northeast corner of Charles Zellers' lot, but later owned by William Engle, and running North 29 degrees East 30 feet to a stake, South 57 degrees East 132 feet to a stake, South 29 degrees West 18 feet to a fence post, then North 63½ degrees East 128 feet to the beginning.

Second: All that other lot of ground adjoining the one above mentioned on the Northeast side and being the second lot of ground mentioned in two deeds, one from John Neff and wife to John Mayer, dated September 7, 1864, and recorded in Liber No. 22, Folio 511, and the other from Adam Clary, Trustee, to John Mayer, dated January 2, 1865, and recorded in Liber No. 22, Folio 510, and described as follows:

BEGINNING for Lot No. 2 at a stake standing on the East side of Uhl Street and at the end of the first line of Donohue's Lot No. 2, and running with said street, North 29 degrees East 60 feet to a stake, South 57 degrees East 132 feet to a stake, South 29 degrees West 60 feet to a stake, thence North 57 degrees West 132 feet to the beginning.

THIRD: Beginning at a stone standing at the end of the first line of Lot No. 2, which was conveyed by Adam Clary, Trustee, and John Neff and wife to John Mayer, and running

Compared and Mailed Return  
 To: Edward J. Ryan, et ux.  
 Nov. 9, 1949



thence North 29 degrees East 12 feet, South 57 degrees East 18 feet, then North 29 degrees East  
thence North 29 degrees East 12 feet, South 57 degrees East 18 feet, then North 29 degrees  
East 18 feet, then South 57 degrees East 114 feet, then South 29 degrees West 30 feet, then  
North 57 degrees West 132 feet to the beginning. The above property having been conveyed to  
George Mayer, et al., by Anna Mayer, et al., by deed dated April 25, 1907, and recorded in  
Liber No. 101, Folio 447, among the Land Records of Allegany County, Maryland.

FOURTH: All that lot or parcel of ground situated on Uhl Street, in Frostburg, and beginning for the eale at a point North 29 degrees East 12 feet from the end of the first line of Lot No. 2, which was conveyed by Adam Clary, Trustee, and others, to John Mayer, and running thence North 29 degrees East 18 feet, then South 57 degrees East 18 feet, then South 29 degree West 18 feet, and then North 57 degrees West 18 feet to the beginning. It being the same property conveyed to Henry Mayer, et al., by Laura E. Side and husband, by deed dated December 24, 1915, and recorded in Liber No. 117, Folio 670, among the said Land Records of Allegany County, Maryland.

IT being the same property which was conveyed unto the said Alberta Mayer, by Edward J. Ryan, and F. Brooks Whiting, Receivers, by deed dated August 31, 1948, and recorded in Liber No. 225, Folio 535, one of the Land Records of Allegany County, Maryland.

ALSO including all machinery, equipment, motors, cans and other property used in the operation of the said Mayer Ice Plant on said premises hereinbefore described.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said party of the first part, her heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their heirs, executors, administrators or assigns, the aforesaid sum of Six Thousand Dollars (\$6,000.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part hereby covenant\_ to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, executors, administrators and assigns, or Edward J. Ryan, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied and a commission of eight per cent. to the party selling or making said sale; secondly to the payment of all money owing under this mortgage whether the same shall have been then matured or not; and as to the balance, to pay it over to the said party of the first part, her heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, her representatives, heirs

or assigns.

AND the said party of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand Dollars (\$6,000.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hand and seal of said mortgagor.

Attest Wm. L. Wileon, Jr.

Alberta Mayer (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 29th day of October, in the year nineteen hundred and forty-nine before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Albert Mayer, and did acknowledged the foregoing mortgage to be her act and deed; and at the same time before me also personally appeared Edward J. Ryan, and Alice S. Ryan the within named mortgagees, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

William L. Wilson, Jr., Notary Public.

The Frostburg Assembly of God Church of Frostburg,  
 To  
 Florence Ellen Fazenbaker, et al.

Filed and Recorded November 17 1949 at 1:20 P. M.  
 (Stamps \$2.75).

Mortgage

in the year Nineteen Hundred and

This mortgage, Made this 31<sup>st</sup> day of October, in the year Nineteen Hundred and Forty-Nine, by and between The Frostburg Assembly of God Church of Frostburg, Maryland, a corporation duly incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the first part, and Florence Ellen Fazenbaker, Susan Clementine Fazenbaker and Marcus Ambrose Fazenbaker, of Allegany County, in the State of Maryland, parties of the second part, WITNESSETH:

WHEREAS, the party of the first part has been duly incorporated under the laws of the State of Maryland, in accordance with Sections 275 to 292 of Article 23 of the Code of Public General Laws of Maryland, of 1939; and

WHEREAS, the said corporation now desires to borrow the sum of Twenty-Five Hundred Dollars (\$2500.00) for its corporate purposes from the parties of the second part, said indebtedness to be repaid by semi-annual payments of One Hundred and Fifty Dollars (\$150.00) on the principal, together with interest to the date of said payment at the rate of four per cent (4%) per annum on the unpaid balance as of the date of said payment, said loan to be secured by a first mortgage on the property of the corporation; and

WHEREAS, in accordance with the charter of said corporation,  
July, 1949, the Trustees of the Corporation passed a resolution declaring the aforesaid loan



and mortgage to be advisable and calling a meeting of the congregation of the corporation to be held on the 15<sup>th</sup> day of July, 1949, and gave due notice thereof in accordance with Section 6 of the Certificate of Incorporation of the Corporation; and

Whereas, at the meeting of the congregation held on the 15<sup>th</sup> day of July, 1949, pursuant to the call and notice aforesaid two-thirds of the members of the Church and attending said meeting unanimously adopted the following resolution:

"WHEREAS, the Trustees of the Church have recommended to the congregation that the Church borrow the sum of twenty-five Hundred Dollars (\$2500.00), to be used in the erection of a church building; and

WHEREAS, Florence Ellen Fazekbaker, Susan Clementine Fazekbaker and Marcus Ambrose Fazekbaker have agreed to lend the aforesaid sum of Twenty-five Hundred Dollars (\$2500.00) to the Church provided that the principal thereof be repaid by semi-annual payments of One Hundred and Fifty Dollars (\$150.00) together with interest at four per cent (4%) per annum, and to be secured by a first mortgage on the property of the church; and

WHEREAS, it is deemed to the best interest and advantage of the Church to borrow said money upon the said terms and to secure the same as aforesaid.

NOW THEREFORE BE IT RESOLVED: That the Corporation borrow the sum of Twenty-five Hundred Dollars (\$2500.00) from Florence Ellen Fazekbaker, Susan Clementine Fazekbaker and Marcus Ambrose Fazekbaker, the same to be repaid in instalments of One Hundred and Fifty Dollars (\$150.00) every six months on the principal, together with interest at the rate of four per cent (4%) per annum on the unpaid balance to the date of said payment, said indebtedness to be secured by a first mortgage on the property of the church.

AND FURTHER RESOLVED: That the officers of the church be, and they are hereby authorized and directed to execute on behalf of the church said mortgage and notes evidencing said loan, and to do all other things necessary and proper in connection with effecting said loan."

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said party of the first part does hereby give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their personal representatives and assigns, the following property, to-wit:

ALL that lot or parcel of ground lying and being on Maple Street in Frostburg, Allegany County, Maryland, and more particularly described as follows, to-wit:

ALL that lot or parcel of ground known as Lot No. 3 and one-half of Lot No. 2, fronting together one hundred and two feet on Maple Street, in the Town of Frostburg, Maryland, and running back one hundred and fifty and five-tenths feet to an alley as designated on the plat filed by David W. Sloan, Trustee, and known as Trustee's Second Report, and being the same property conveyed to Emory Conda Wilson as the "Second Parcel", by William A. Gunter, Trustee, by deed dated December 31, 1918, and recorded in Liber No. 126, Folio 14, of the Land Records of Allegany County, Maryland.

EXCEPTING HOWEVER from the said "Second Parcel" fifty feet thereof as sold and conveyed to John W. Handley by deed dated the 7th day of May, 1923, and recorded in Liber No. 143, Folio 380, one of the said Land Records of Allegany County, Maryland.

EXCEPTING also all that piece or parcel of said lots as sold and conveyed to Mayor

and councilmen of Frostburg, a municipal corporation, by Leslie William Hendley and wife by deed dated December 2, 1940 and recorded in Liber No. 192, Folio 715, of the said Land Records of Allegany County, Maryland.

IT being the same property which was conveyed by Juanita T. Hendley, widow, to the party of the first part herein by deed dated June 24, 1947, and recorded in Liber No. 216, Folio 542, among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said party of the first part, its successors or assigns, do and shall pay to the said parties of the second part, their personal representatives or assigns, the aforesaid sum of Twenty-five Hundred Dollars (\$2500.00), together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon the said party of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their personal representatives, executors, administrators and assigns, or Cobey, Carscaden and Gilchrist, its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said party of the first part, its successors or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, its successors or assigns.

AND the said party of the first part further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagor, their personal representatives or assigns, the improvements on the hereby mortgaged land to the amount of at least twenty-five hundred and 00/100 dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagees, their personal representatives or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

IN WITNESS WHEREOF, the said Corporation has caused these presents to be signed



by its president and its corporate seal affixed, duly attested by its Secretary, the day and year first above written.

Attest: Ruth James  
Secretary  
Fred W. Boettner,  
Witness to all.

(Corporate Seal)

THE FROSTBURG ASSEMBLY OF GOD OF CHURCH  
OF FROSTBURG, MARYLAND.

By Kent M. Reckley,  
President.

Clive W. James (SEAL)

Gerald J. Hager (SEAL)

John M. Stik (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I hereby certify, That on this 31<sup>st</sup> day of October, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared -- President of The Frostburg Assembly of God Church of Frostburg, Maryland, and acknowledged the foregoing mortgage to be the act and deed of said corporation, and at the same time before me also personally appeared Florence Ellen Fazenbaker, Susan Clementine Fazekbaker, and Marcus Ambrose Fazenbaker, the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)  
My Commission Expires May 5, 1951.

Fred W. Boettner, Notary Public.

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M. Lillian Rinard

Mortgage.

To

Filed and Recorded November 1<sup>st</sup> 1949 at 2:20 P. M.

Liberty Trust Company of Cumberland, Md.

(Stamps \$1.10)

THIS MORTGAGE, made this 1<sup>st</sup> day of November, in the year Nineteen Hundred and Forty-Nine, by and between M. Lillian Rinard (widow) of Allegany County, Maryland, of the first part, hereinafter sometimes called Mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland of the second part, hereinafter sometimes called mortgagee, Witnesseth:

WHEREAS, the said M. Lillian Rinard, widow, stands indebted unto the said The Liberty Trust Company in the just and full sum of fourteen hundred (\$1400.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro rata quarterly interest hereunder to be payable on December 31, 1949.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said M. Lillian Rinard, widow, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust

Company, its successors and assigns, the following property, to-wit:

All that certain lot, piece or parcel of land, situate, lying and being on the Northernly side of the National Road, about 2-1/8 miles northwest of the City of Cumberland, in the County of Allegany, and State of Maryland, and described as follows:

BEGINNING for the same at a point on the Northernly side of said National Road, at the Southeasternly corner of the piece or parcel of land formerly sold to Elizabeth Hartsock, by deed dated December 5, 1918, and recorded in Liber No. 126, Folio 157, one of the Land Records of the said County and State, and running thence with the Northernly side of said National Road, North 63 degrees 35 minutes East 63.3 feet, North 68 degrees 15 minutes East 11.7 feet, then parallel with the Easternly line of the aforesaid Hartsock land, as marked by the fence, North 28 degrees 7 minutes West, 52 feet more or less, to the Northernly fence of the land herein described, then with the said Northernly fence in a Westernly direction, 75 feet, to a point bearing North 28 degrees 7 minutes West 52 feet from the beginning, said point being the Northeasternly corner of the aforesaid Hartsock land, thence with the Easternly line of the said Hartsock land, South 28 degrees 7 minutes East 52 feet to the beginning.

IT being the same property which was conveyed unto Howard L. Rinard by Minnie E. Shuck, et al., by deed dated November 4<sup>th</sup>, 1924, recorded in Liber No. 149, Folio 155, one of the Land Records of Allegany County, the said Howard L. Rinard subsequently departed this life intestate leaving surviving him his widow, the said M. Lillian Rinard, and three children, namely: Graffious L. Rinard (whose wife is Dorothy), Ruth I. Rinard (unmarried) and J. Paul Rinard (unmarried). By deed dated June 1<sup>st</sup>, 1942, recorded in Liber No. 193, Folio 476 of the Land Records of Allegany County, the said Graffious L. Rinard and wife, Ruth I. Rinard (unmarried) and J. Paul Rinard (unmarried), conveyed all of their right, title and interest in and to said property unto their mother, the said M. Lillian Rinard.

TOGETHER WITH THE BUILDINGS AND IMPROVEMENTS THEREON, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Fourteen Hundred Dollars, together with the interest thereon, when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this



mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least fourteen hundred (\$1400.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said Mortgagor.

Attest: M. Lillian Rinard (SEAL)  
Celestine H. Rhind (Widow)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 1st day of November, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared M. Lillian Rinard, (widow) and she acknowledged the foregoing mortgage to be her act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the president, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)  
My Commission Expires May 7, 1951.

Celestine H. Rhind, Notary Public.

James B. Kelley

To

Family Finance Corporation

Chattel Mortgage

Filed and Recorded Nov. 2<sup>nd</sup> 1949 at 8:30 A. M.

Account No. 15,936 - Actual Amount of this Loan \$240.00 - Cumberland, Md., November 1, 1949.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Mortgagors do by these presents, bargain, sell and convey to Family Finance Corporation, Vogel Building, 121 Balto. Street, Cumberland, Maryland, for and in consideration of a loan, receipt of which is hereby acknowledged by mortgagors, in the sum of Two Hundred Forty-no/100 Dollars (\$240.00) as evidenced by a certain promissory note of even date payable in 19 successive monthly installments of \$16.13 each; which includes interest at the rate of three per centum (3%) per month on the unpaid principal balance, the first of which installments shall be payable thirty (30) days from the date hereof, together with a final installment covering any unpaid principal balance, including interest, which installment is due and owing twenty months from the date hereof; the personal property described as follows:

A certain motor vehicle, complete with all attachments and equipment, now located at -- in the City of Barrellsville, County of Allegany, State of Maryland, to-wit:

| Make     | Model | Year | Engine No. | Factory No. | Weight | OTHER IDENTIFICATION           |
|----------|-------|------|------------|-------------|--------|--------------------------------|
| Plymouth | 2-Dr  | 1941 | P12-89789  | 11169839    | -      | Motorola Radio<br>Mopar Heater |

All the furniture, household appliances and equipment, and all other goods and chattels now located in or about Mortgagor's residence at -- in the city of -- county of -- Maryland: ----- including all cooking and washing utensils, pictures, fittings, linens, china, crockery, musical instruments and household goods of every kind and description, now located in or about the Mortgagors' residence indicated above.

TO HAVE AND TO HOLD all and singular, the said personal property unto said Mortgagee, its successors and assigns, forever.

Mortgagors covenant that they exclusively own and possess said personal property and that there is no lien, claim, encumbrance or conditional purchase title against said personal property or any part thereof, except NONE.

PROVIDED, NEVERTHELESS, that if the Mortgagors shall well and truly pay unto the said mortgagee the said sum as above indicated, the actual amount of money lent and paid to the undersigned borrower, according to the terms of and as evidenced by that certain promissory note of even date herewith above referred to; then these presents and everything herein shall cease and be void; otherwise to remain in full force and effect.

Mortgagors covenant that they will not remove said motor vehicle from the State of Maryland, or said other mortgaged personal property from the above described premises, without consent in writing of Mortgagee, its successors and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successor and assigns, at any time.

It is further agreed and understood that if the Mortgagee so requires, the security shall be kept insured at the expense of the mortgagors during the term of this mortgage.

Compared and Mailed Return in 1949  
Tortoise City  
Nov 9 1949



## SCHEDULE "A"

A certain motor vehicle, complete with all attachments and equipment, now located at the address of the Mortgagors indicated above, to-wit:

| Make     | Motor No.   | Serial No. | Body Style | Model Year | Other Identification |
|----------|-------------|------------|------------|------------|----------------------|
| Plymouth | P-14-120272 | 147-3131   | Tudor      | 1942       | Color Green          |

Certain chattels, including all household goods, now located at the address of the Mortgagors indicated above, to wit:

Living Room - 3-pc. living room suite, red & Blue; 1 radio, Radiola Comb., 1 rug, cong. 1 table, library.

Dining room - 1 buffet, walnut; 6 chairs, walnut; 1 china closet, walnut; 1 serving table, walnut; table, walnut, 1 rug, cong., 1 Parch glider, 1 el. hot plate.

Kitchen - 6 chairs, oak; 1 radio, Philco; 1 refrigerator, Philco; 1 sewing machine, Singer, 1 stove, coal; 1 table, oak; 1 washing machine, Blackstone, 1 Kenmore Elect. stove, 1 k. cabinet, 1 cong. rug.

Bed Rooms - 2 bed, metal; 1 dresser, oak; cedar chest, cong. rug.

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter to be acquired by Mortgagors or either of them, and kept or used in or about the said premises or commingled with or substituted for any property herein mentioned, said property now being and remaining in the mortgagors' possession.

STATE OF MARYLAND, CITY/COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 28th day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Mary M. Lantz and Anna M. Rice and Herman A. Rice (her parents) the mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said mortgage to be their act. And, at the same time, before me also personally appeared C. L. Coughenour, agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

William L. Wilson, Jr., Notary Public.

Cumberland, Md.

For value received the Personal Finance Company of Cumberland hereby releases the foregoing Chattel Mortgage. Witness the signature of the Manager of the said Company with its corporate seal attached this 26th day of

July 1950.  
Edith M. Turgis, Cashier  
By Daniel J. DePina, Manager  
7/27/50

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Quentin M. Rice, et ux.

Mortgage.

To

Filed and Recorded November 2<sup>nd</sup> 1949 at 9:50 A. M.

Western Maryland Building and Loan Assoc., Inc.

THIS MORTGAGE, Made this 1st day of November, in the year nineteen hundred and forty-nine, by and between Quentin M. Rice and Alice L. Rice, his wife, of Allegany County and the State of Maryland, parties of the first part, and the Western Maryland Building and Loan Association, Incorporated, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, Witnesseth:

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom, an advance loan

of Four Thousand Eight Hundred (\$4800.00) Dollars, on 48 shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE, this mortgage witnesseth: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, all that lot or parcel of land lying and being in Oldtown District Allegany County and the State of Maryland and more particularly described as follows:

All that lot or parcel of ground situated, lying and being in Oldtown District, on or near Town Creek, in Allegany County, State of Maryland, being a tract of land called "Margaret" and described as follows, to wit: Beginning at a corner post of three fences on the South Margin of the Town Creek Public Road, and running thence South 82½ degrees West 501 feet to a planted stone; South 19½ degrees West 798.5 feet, by a wire fence line, to a point in centre of Town Creek, thence by centre line of Town Creek, the following 13 courses; North 39 degrees West 409 feet; North 49 degrees West 272 feet; North 44-¾ degrees West 118 feet; North 26 degrees West 115 feet; North 1½ degrees West 363 feet; North 33 degrees East 98 feet; North 62 degrees East 76 feet; North 78½ degrees East 94 feet; South 78½ degrees East 231 feet; North 83 degrees East 358 feet; North 67½ degrees East 555 feet; North 46½ degrees East 192 feet; North 58½ degrees East 90 feet to a point under a foot bridge; thence through a maple tree on the East bank of said Town Creek; South 88½ degrees East 32 feet to a stone in a wire fence line; thence by said fence line South 37 degrees East 168 feet to a cucumber tree at foot of a hill; thence by a wire fence South 44½ degrees West 180 feet to a pine tree on East bank of the aforesaid Public Road, thence diagonally across said road, South 62½ degrees West 263 feet to centre of the North column of a gateway leading to the residence on Rocky Ford Camp, on the property hereby described; thence by aforesaid public road South 1-¾ degrees West 221 feet to the beginning; the area thereof being approximately ten (10) acres. Description according to survey conducted by Alfred Broadwater, Registered Surveyor, who has certified that the property described herein is the same property mentioned in the prior deeds hereof.

It being the same property which was conveyed to Quentin M. Rice and Alice L. Rice, his wife, by the Western Maryland Building and Loan Association, Incorporated, by deed of even date herewith and to be recorded prior to the recording of this mortgage.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED HOWEVER that if the said parties of the first part make or cause to be made the payments and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said part of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:



FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of Four Thousand Eight Hundred (\$4,800.00) dollars with 6% per cent interest thereon, payable in 139 monthly payments of not less than \$48.00 each, on or before the -- day of each month hereafter until the whole of said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 1st day of December, 1949, at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 1st day of June 1961.

It is understood and agreed that the parties of the first part have the right to pay in addition to the aforementioned monthly payments, the principal sum then due hereunder or any thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes, due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

Third: And the said parties of the first part do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least four thousand eight hundred dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED, that if default shall be made by the said parties of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable, and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or F. Brooke Whiting, its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes and commission of eight (8%) per cent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns, hereunder, whether the same shall have been matured or not, and the balance, if any, to be paid to the said the parties of the first part as their interest may appear.

WITNESS the hands and seals of the said parties of the first part hereto, the day and year hereinbefore written.

Test: Ethel McCarty

Quentin M. Rice (SEAL)

Alice L. Rice (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY THAT, on this 1st day of November, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Quentin M. Rice and Alice L. Rice and each acknowledged the foregoing mortgage to be their act; and at the same time before me, also personally appeared Clement C. May, an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth; and the said Clement C. May did further in like manner, make oath that he is the Secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this 1st day of November, 1949.

(Notarial Seal)

Ethel McCarty, Notary Public.

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Margaret Marie McGann, et al.

Mortgage.

To

Filed and Recorded November 2<sup>nd</sup> 1949 at 10:10 A. M.

Fidelity Savings Bank of Frostburg

THIS MORTGAGE, made this 27th day of October in the year Nineteen Hundred and Forty-Nine, by and between Margaret Marie McGann, unmarried, and Anna Agnes McGann, unmarried, of Allegany County, in the State of Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

WHEREAS, the said Mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of Three Thousand Seven Hundred Dollars (\$3,700.00) with interest at the rate of six per centum (6%) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of forty-one and 08/100 Dollars (\$41.08) commencing on the 27th day of November, 1949 and on the 27th day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 27th day of October, 1959. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND WHEREAS, this mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Margaret Marie McGann and Anna Agnes McGann do hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the Mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL that piece or parcel of real estate lying and being in Frostburg, known as



Lot Number Forty-Four (44) of McCulloh's First Addition to Frostburg, and more particularly described as follows:

BEGINNING for the same at a stake standing on the South side of Washington Street and South 29 degrees West 40 feet from the end of the first line of Lot No. 37 of said Addition and running South 29 degrees West 165 feet to an alley and with it South 61 degrees East 55 feet to the Southwest corner of Lot No. 45 and with it North 29 degrees East 165 feet to Washington Street and with it North 61 degrees West 55 feet to the place of beginning.

BEING THE SAME property which was conveyed to William Stewart by deed from May S. Wotring Watson, et al. dated October 1, 1927, and recorded in Liber No. 156, Folio 453, among the Land Records of Allegany County, Maryland.

BEING ALSO the same property which was conveyed to the said Margaret Marie McGann and Anna Agnes McGann by deed dated October 25, 1949, from John Stewart Trustee in No. 21,382 Equity in the Circuit Court for Allegany County, Maryland, which deed is intended to be recorded among said Land Records simultaneously with this mortgage, which is executed to secure a part of the purchase price of the above described property and is, in whole a Purchase Money Mortgage. Although said deed is dated as above noted, it was not delivered until the execution of this mortgage and both instruments are a part of one simultaneous transaction.

THIS PROPERTY IS IMPROVED by a Two-Story five-room frame dwelling house and a single-car frame garage and is known as No. 11 Washington Street in the Town of Frostburg, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness, together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply: first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the

above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Seven Hundred (\$3,700.00) dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the Mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

THAT the Holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns, without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.



AND IT IS AGREED that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hands and seals of said Mortgagors.

Attest: Rachel Knieriem

Margaret Marie McGann (SEAL)

Rachel Knieriem

Anna Agnes McGann (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 27th day of October, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said county, personally appeared Margaret Marie McGann, unmarried, and Anna Agnes McGann, unmarried, and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared William B. Yates, Treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said William B. Yates did further, in like manner, make oath that he is the Treasurer and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Rachel Knieriem, Notary Public.

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Ralph A. Indolfi, et ux

Mortgage.

To

Filed and Recorded November 2<sup>nd</sup> 1949 at 10:40 A.M.

Delbert R. Kitzmiller, et ux.

THIS MORTGAGE, made this 1st day of November, in the year Nineteen Hundred and Forty-Nine, by and between Ralph A. Indolfi and Florence C. Indolfi, his wife, hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns, where the context so admits or requires, of Allegany County, State of Maryland, parties of the first part, and Delbert R. Kitzmiller and Ollie M. Kitzmiller, his wife, hereinafter called Mortgagees, which expression shall include their heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, parties of the second part, WITNESSETH:

WHEREAS, the said Mortgagors are justly and bona fide indebted unto the said Mortgagees in the full sum of Three Thousand Dollars (\$3,000.00), which said indebtedness, together with the interest thereon at the rate of Six Per Centum (6%) per annum, is payable five (5) years after date hereof. In the meantime the interest to be computed and paid quarterly.

This mortgage is executed as part security for a total loan of Ninety-Seven Hundred Dollars (\$9,700.00), made by the said mortgagees unto the said Mortgagors herein, said obligation being further secured by a Chattel Mortgage between the parties hereto bearing even date herewith.

NOW THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagors do hereby bargain and sell,

give, grant, convey, release and confirm unto the said Mortgagees the following property, to-wit:

All that property on Johnson Heights, in Cumberland, Allegany County, Maryland, known as Lot No. 5, of Block No. 6, as shown on a revised plat of Johnson Heights Addition, dated April 1936, and recorded on May 28th, 1936, among the Land Records of Allegany County, Maryland, and the property hereby conveyed being described as follows:

LOT NO. 5, BLOCK #6: BEGINNING for the same at a point along the Westerly side of Louisiana Avenue at the division line between Lots Nos. 4 and 5 of Block #6, said point of beginning being also distant 148 feet measured in a Northerly direction along the Westerly side of Louisiana Avenue from its intersection with the Northerly side of Prince Georges Street, and running thence with the Westerly side of Louisiana Avenue North 2 degrees 51 minutes East 37 feet, then at right angles to Louisiana Avenue North 87 degrees 09 minutes West 130 feet to the Easterly side of a 15-foot Alley and with it South 2 degrees 51 minutes West 37 feet to intersect a line drawn North 87 degrees 09 minutes West from the place of beginning; thence reversing said intersecting line South 87 degrees 09 minutes East 130 feet to the place of beginning.

It being the same property conveyed by Albert L. Weber (widower) to Ralph A. Indolfi and Florence C. Indolfi, his wife, by deed dated the 19th day of August, 1947, and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 216, Folio 610.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said mortgagors shall pay to the said mortgagees the aforesaid sum of three thousand dollars (\$3,000.00), and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter, either the said Mortgagees or George R. Hughes, their duly constituted attorney or agent is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: First to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent. to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by

To Mortgagors, 1535 Frederick St., City  
Nov. 9, 1949



the mortgagors to the person advertising.

AND the said mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees, the improvements on the hereby mortgaged land to an amount of at least three thousand dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the mortgagees to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagees; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seals of said Mortgagors.

Attest: George R. Hughes

Ralph A. Indolfi (SEAL)

Florence C. Indolfi (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 1st day of November, in the year 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Ralph A. Indolfi and Florence C. Indolfi, his wife, the within named Mortgagors, and acknowledged the foregoing mortgage to be their act and deed.

And at the same time, before me also personally appeared Delbert R. Kitzmiller and Ollie M. Kitzmiller, his wife, the within named Mortgagees, and made oath in due form of law that the consideration in said Mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal, the day and year last above written.

(Notarial Seal)

Eloise Shaffer, Notary Public.

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Chester D. Newell et ux

To The Second National Bank of Cumberland, Maryland

**This Mortgage**

PURCHASE MONEY

Made this 26th day of October

in the year Nineteen Hundred and Forty-Nine

by and between Chester D. Newell and Leona S. Newell, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and The Second National Bank of Cumberland, Maryland, a banking corporation duly incorporated under the laws of the United States,

of Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of Eighteen Hundred Dollars (\$1,800.00) this day loaned to the parties of the first part by the party of the second part as part of the purchase price of certain improvements to be made upon the property herein conveyed, and which principal sum, together with interest at 5% per annum, is to be repaid in payments of not less than Twenty (\$20.00) Dollars per month, said payments to be applied first to interest and the balance to principal. The first of said monthly payments to be due and payable one month from the date hereof and to continue monthly until the amount of principal and interest is paid in full.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, its successors or

assigns, the following property, to-wit:

All that lot or parcel of ground consisting of all of Lot No. 28 and part of Lot No. 27 in Block K of the Bellevue Addition to the City of Cumberland, Allegany County, Maryland (a Plat of said lots being recorded in Plat Case No. 21 of the Land Records of Allegany County) and described as follows:

BEGINNING for the same at an iron pin stake standing at the point of intersection of the Southwest side of Harvard Street with the Southeast side of Leiper Street, said pin also stands at the end of the second line of a parcel of ground conveyed by Charles S. Hamilton to Lewis McClellan Smith by deed dated March 16, 1922, and recorded among the Land Records of Allegany County in Liber No. 140 folio 163, and continuing thence with part of the third line of said Smith deed and with the Southeast side of Leiper Street South 32 degrees 30 minutes West 33.91 feet to a stake; thence South 58 degrees 22 minutes East 100 feet to a stake standing on the Northwest side of Princeton Street, said stake also stands 67.6 feet on the first line of the aforesaid Smith deed; thence with the remainder of said line North 32 degrees 30 minutes East 32.4 feet to a stake standing on the Southwest side of Harvard Street, thence with Harvard Street and the second line of the aforesaid Smith deed North 57 degrees 30 minutes West 100 feet to the beginning.

BEING the same property which was conveyed to the parties of the first part by The Second National Bank of Cumberland, Maryland, Executor by deed recorded in Liber No. 205, folio 80 of said Land Records.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors

or assigns, the aforesaid sum of Eighteen Hundred Dollars (\$1,800.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered  
To City of Allegany  
Nov 2 19 49



**And it is Agreed** that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors

~~be, executor, administrator and assigns, or William M. Somerville, its~~ his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgageor representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Eighteen Hundred (\$1,800.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors heirs or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgageor s

Attest

J.H. Mosner

Chester D. Newell (Seal)

Leona S. Newell (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 26th day of October

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Chester D. Newell and Leona S. Newell his wife

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared John H. Mosner, Cashier of The Second National Bank of Cumberland, Maryland, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Chas. A. Shaw

Notary Public

Frank Molinari, Jr. et ux Filed and Recorded October 31<sup>st</sup> 1949 at 2:15 P.M. Mortgage  
To The Second National Bank of Cumberland, Maryland (Stamps \$16.50)

**This Mortgage**, Made this 31st day of October

in the year Nineteen Hundred and Forty-Nine, by and between

Frank Molinari, Jr. and Jane R. Molinari, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and The Second National Bank of Cumberland, Maryland, a banking corporation duly incorporated under the laws of the United States,

of Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

**Whereas**, The parties of the first part are indebted unto the party of the second part in the full and just sum of Fifteen Thousand (\$15,000.00) Dollars this day loaned to the parties of the first part by the party of the second part, and which is to be repaid with interest at 5% per annum, in payments of not less than Four Hundred (\$400.00) Dollars per month, said payments to be applied first to interest and the balance to principal; the first of said monthly payments to be due and payable one month from the date hereof, and to continue monthly until the amount of principal and interest is paid in full.

**Now Therefore**, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, its successors or

~~its~~ assigns, the following property, to-wit:

All that parcel of real estate situated on North Mechanic Street in Cumberland, Maryland, being the same property which was conveyed to the said Frank Molinari, Jr. and Jane Molinari, his wife by Maude M. Buckholtz, widow, by deed dated August 7, 1946, and recorded in Liber No. 210, folio 469, one of the Land Records of Allegany County, Maryland, reference to which deed is hereby made for a description of said property by metes and bounds, and being also the same property which by deed dated the 27th day of October, 1949 was conveyed by the party of the second part to the parties of the first part, and which deed is to be recorded among the said Land Records with the recording of this mortgage.

**Together** with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

**Provided**, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors

~~or assigns~~ or assigns, the aforesaid sum of Fifteen Thousand (\$15,000.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered  
 To the type of by  
 Nov 3 1949



And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors

and assigns, or William M. Somerville, its heirs, executors, administrators or agent, are hereby authorized and empowered, at his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagee, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Fifteen Thousand (\$15,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s.

Attest J. H. Mosner  
J. H. Mosner

Frank Molinari, Jr. (Seal)

Jane R. Molinari (Seal)

Ja (Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 31st day of October

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Frank Molinari Jr. and Jane R. Molinari, his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared John H. Mosner, Cashier of The Second National Bank of Cumberland, Maryland the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.  
(Notarial Seal)

Joseph F. Stakem

Notary Public

For value received, The Second National Bank of Cumberland, Maryland, Maryland, hereby releases the within and foregoing mortgage. In testimony whereof, The Second National Bank of Cumberland, Maryland, has caused these presents to be signed by its President, Joseph M. Naughton, with corporate seal affixed, duly attested by its Cashier, John H. Mosner, this 17th day of February 1950.  
Attest: J. H. Mosner  
Cashier  
(Corporate Seal)  
Joseph M. Naughton  
President  
2/17/50

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John B. Wentling et ux Filed and Recorded November 1<sup>st</sup> 1949 at 3:50 P M Mortgage

Charles A. Johnson

This Mortgage, Made this 1st day of November

PURCHASE MONEY in the year Nineteen Hundred and Forty-Nine, by and between

John B. Wentling and Mary K. Wentling his wife,

of Allegany County, in the State of Maryland

parties of the first part, and Charles A. Johnson

of Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, the parties of the first part are jointly and severally indebted unto the party of the second part in the full and just sum of Twenty-five hundred--Dollars (\$2500.00) as is evidenced by their joint and several promissory note of even date made payable to the order of the party of the second part for the said sum of money, the same being payable three years after date together with interest thereon at the rate of five percent (5%) per annum, interest being payable semi-annually as it accrues.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said John B. Wentling and Mary K. Wentling, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Charles A. Johnson, his

heirs and assigns, the following property, to-wit: All of those tracts and parcels of land situated about six miles Easterly of the City of Cumberland, in Election District No. 21 in Allegany County, State of Maryland, property known as the Charles A. Johnson Farm, comprising 128 acres, more or less.

This being the same property which was conveyed by Thomas Lohr Richaris, Assignee of Mortgage, unto the said John B. Wentling and Mary K. Wentling his wife, by deed dated November 1, 1949, and recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage herein, this mortgage being a purchase money mortgage. Special reference is hereby made to the aforesaid deed.

This being the same land which was conveyed by Charles A. Johnson, unmarried unto John W. Thomas and Margaret G. Thomas, his wife, by deed dated September 4, 1946, and recorded among the land records of Allegany County, Maryland, in Liber 211, Folio 113, and also being the same land which was conveyed by William Ellsworth Davis, widower, unto the said Charles A. Johnson, by deed dated December 21, 1920, and recorded among the Land Records of Allegany County, Maryland, in Liber 135, Folio 217, to which said deed special reference is hereby made for a full and complete description of the property hereby conveyed.

The above property is improved by a log and frame dwelling house of two stories consisting of six rooms, by a barn, and other outbuildings.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said John B. Wentling and Mary K. Wentling, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Charles A. Johnson his

executors, administrator or assigns, the aforesaid sum of Twenty-Five Hundred Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.



And it is Agreed that until default be made in the premises, the said  
John B. Wentling and Mary K. Wentling, his wife,

may hold and possess the aforesaid property, upon paying in  
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,  
mortgage debt and interest thereon, the said  
John B. Wentling and Mary K. Wentling, his wife,  
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the  
interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort-  
gage, then the entire mortgage debt intended to be hereby secured shall at once become due and  
payable, and these presents are hereby declared to be made in trust, and the said  
Charles A. Johnson, his

heirs, executors, administrators and assigns, or Thomas Lohr Richards  
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at  
any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,  
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs  
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty  
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-  
land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising  
from such sale to apply first to the payment of all expenses incident to such sale, including all  
taxes levied, and a commission of eight per cent. to the party selling or making said sale;  
secondly, to the payment of all moneys owing under this mortgage, whether the same shall have  
been then matured or not; and as to the balance, to pay it over to the said

John B. Wentling and Mary K. Wentling his wife, their heirs or assigns, and  
in case of advertisement under the above power but no sale, one-half of the above commission  
shall be allowed and paid by the mortgagor, and their representatives, heirs or assigns.

And the said John B. Wentling and Mary K. Wentling his wife,

further covenant to  
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance  
company or companies acceptable to the mortgagee or his  
assigns, the improvements on the hereby mortgaged land to the amount of at least

Twenty-Five Hundred Dollars,  
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of  
fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent  
of -- their lien or claim hereunder, and to place such policy or policies forth-  
with in possession of the mortgagee, or the mortgagee may effect said insurance and collect  
the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s.

Attest

William A. Wilson

John B. Wentling (Seal)

Mary K. Wentling (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 1st day of November

in the year nineteen hundred and Forty-Nine, before me, the subscriber  
a Notary Public of the State of Maryland, in and for said County, personally appeared

John B. Wentling and Mary K. Wentling his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and  
at the same time before me also personally appeared Charles A. Johnson

the within named mortgagee and made oath in due form of law, that the consideration in said  
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.  
(Notarial Seal)

William A. Wilson

Notary Public

Louis W. Aldridge & ux

To

Yost W. King

Filed and Recorded November 1<sup>st</sup> 1949 at 11:45 A.M.

Mortgage

This Mortgage,

Made this 1st day of November  
Purchase Money in the year Nineteen Hundred and Forty Nine

, by and between

Louis W. Aldridge and Olive E. Aldridge, his wife,

of Allegany County, in the State of Maryland  
parties of the first part, and Yost W. King,

of Allegany County, in the State of Maryland  
party of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the said party of the  
second part in the full and just sum of Two Thousand Five Hundred Sixty seven hundred dollars  
and forty five cents (\$2,567.45) as in evidenced by their joint and several promissory note of  
even date herewith, which said sum of money is to be repaid at the rate of Thirty Dollars (\$30.00)  
per month, said sum to include interest at the rate of six percent per annum, and interest to  
be adjusted semi-annually, the first of said monthly payments to be made on the 8th day of  
December, 1949, and continue each and every month thereafter until the said sum of \$2,567.45)  
is paid in full.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid,  
and in order to secure the prompt payment of the said indebtedness at the maturity thereof,  
together with the interest thereon, the said parties of the first part

Louis W. Aldridge and Olive E. Aldridge, his wife,  
do give, grant, bargain and sell, convey, release and confirm unto the said  
Yost W. King, his

heirs and assigns, the following property, to-wit: All that lot or parcel of ground being  
known as part of Lot No. 57 lying and being in Beall's First Addition to the City of Cumberland  
in Allegany County, State of Maryland, which is more particularly described as follows, to-wit:  
BEGINNING AT THE POINT OF INTERSECTION of the Northerly side of Henderson Boulevard (former-  
ly Madison Street) with the Easterly side of Hickory Alley, and running with the Easterly side  
of Hickory Alley, Northerly 134 feet, and then with a line parallel with Henderson Boulevard,  
33 feet to the Easterly side of the whole lot or part of lot conveyed to Mary Schade by August  
Schade by deed dated April 4, 1864, and recorded in Liber 21, Folio 364, one of the Land Records  
of Allegany County, Maryland, and then with said Easterly line in a Southerly direction, 136 feet  
to a point on the Northerly side of Henderson Boulevard, 33 feet from the beginning, and  
then with Henderson Boulevard to the beginning.

It being the same piece or parcel of ground which was conveyed to Charles B. Roth and  
Evelyn M. Roth, his wife, by George S. Froelich by deed dated the 8th day of July, 1947, which  
deed is recorded in Liber 216, Folio 37, one of the Land Records of Allegany County, Maryland.  
it also being the same piece or parcel of ground which was conveyed to Louis W. Aldridge, et ux  
by Charles B. Roth, Et Ux, which said deed is to be recorded simultaneously herewith.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters,  
privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Louis W. Aldridge and Olive E. Aldridge, his wife, their  
heirs, executors, administrators or assigns, do and shall pay to the said  
Yost W. King

executor, administrator or assigns, the aforesaid sum of Two Thousand Five Hundred Sixty  
Seven Dollars and Forty five Cents  
together with the interest thereon, as and when the same shall become due and payable, and in  
the meantime do and shall perform all the covenants herein on their part to be  
performed, then this mortgage shall be void.

Compared and Mailed Hitherto  
Noted for the Clerk of the Court  
Nov 4 1949



And it is Agreed that until default be made in the premises, the said

Louis W. Aldridge and Olive E. Aldridge, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Louis W. Aldridge and Olive E. Aldridge, his wife  
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

Yost W. King his

heirs, executors, administrators and assigns, or Clarence Shutter, Trustee, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have

been then matured or not; and as to the balance, to pay it over to the said

Louis W. Aldridge and Olive E. Aldridge his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said Louis W. Aldridge and Olive E. Aldridge his wife

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or

assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Thousand Five Hundred Sixty Seven Dollars and Forty Five Cents Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest

George H. Tederick  
George H. Tederick

Louis W. Aldridge (Seal)

Olive E. Aldridge (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 1st day of November

in the year nineteen hundred and Forty Nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Louis W. Aldridge and Olive E. Aldridge, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Yost W. King

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

George H. Tederick

Notary Public

Louis W. Aldridge et ux To Filed and Recorded November 1<sup>st</sup> 1949 at 11:50 A.M. Mortgage

Charles B. Roth et ux

This Mortgage, Made this 1st day of November

Purchase Money in the year Nineteen Hundred and Forty Nine, by and between

Louis W. Aldridge and Olive E. Aldridge, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and Charles B. Roth and Evelyn M. Roth his wife,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, The said parties of the first part, stand indebted unto the said parties of the second part, in the full and just sum of Two hundred and fifty dollars (\$250.00) as is evidenced by their joint and several promissory note of even date herewith, which said sum of money is to be repaid at the rate of Thirty (\$30.00) Dollars per month, said sum to include interest at the rate of 6% per annum, and interest to be adjusted semi-annually, said payments to continue each and every month thereafter until the said sum of (\$250.00) Dollars, plus interest is paid in full.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part,

do give, grant, bargain and sell, convey, release and confirm unto the said

parties of the second part, their

heirs and assigns, the following property, to-wit: All that lot or parcel of ground known as Lot "D" situated on the Southwest side of Parkside Boulevard, about five miles West of the City of Cumberland, Allegany County, Maryland, and described by metes and bounds in a deed from Bessie M. Volk et al. to William Miller, et ux dated November 8, 1941 and recorded in Liber No. 192, folio 359, one of the Land Records of Allegany County, Maryland, reference to which deed is hereby made for a more complete description.

It being the same piece or parcel of ground which was conveyed to Louis W. Aldridge and Olive E. Aldridge, his wife, by Dorothy Rowan of Dade County, Florida and Leathie J. Wilson, of Allegany County, Maryland, by deed dated the 12th day of January, 1948, which said deed is recorded in Liber 219, Folio 23, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Louis W. Aldridge and Olive E. Aldridge, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

Charles B. Roth and Evelyn M. Roth, his wife,

executor, administrator or assigns, the aforesaid sum of Two Hundred and Fifty Dollars (\$250.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered  
To Mr. 621 Henderson Blvd  
City  
Nov 4 1949



And it is Agreed that until default be made in the premises, the said  
Louis W. Aldridge, and Olive E. Aldridge, his wife,

may hold and possess the aforesaid property, upon paying in  
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,  
mortgage debt and interest thereon, the said Louis W. Aldridge and Olive E. Aldridge, his wife,  
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the  
interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort-  
gage, then the entire mortgage debt intended to be hereby secured shall at once become due and  
payable, and these presents are hereby declared to be made in trust, and the said

Charles B. Roth and Evelyn M. Roth, his wife, their

heirs, executors, administrators and assigns, or Clarence Shutter, Trustee  
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at  
any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,  
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs  
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty  
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-  
land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising  
from such sale to apply first to the payment of all expenses incident to such sale, including all  
taxes levied, and a commission of eight per cent. to the party selling or making said sale;  
secondly, to the payment of all moneys owing under this mortgage, whether the same shall have  
been then matured or not; and as to the balance, to pay it over to the said

Louis W. Aldridge and Olive E. Aldridge, his wife, their heirs or assigns, and  
in case of advertisement under the above power but no sale, one-half of the above commission  
shall be allowed and paid by the mortgagor their representatives, heirs or assigns.

And the said Louis W. Aldridge and Olive E. Aldridge his wife,

further covenant to  
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance  
company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Hundred and Fifty Dollars  
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of  
fires, to inure to the benefit of the mortgagee, their heirs or assigns, to the extent  
of their their lien or claim hereunder, and to place such policy or policies forth-  
with in possession of the mortgagee, or the mortgagee may effect said insurance and collect  
the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s.

Attest George H. Tederick  
George H. Tederick

Louis W. Aldridge (Seal)

Olive E. Aldridge (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 1st day of November

in the year nineteen hundred and Forty Nine, before me, the subscriber  
a Notary Public of the State of Maryland, in and for said County, personally appeared  
Louis W. Aldridge and Olive E. Aldridge, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and  
at the same time before me also personally appeared Charles B. Roth and Evelyn M. Roth, his wife,

the within named mortgagee and made oath in due form of law, that the consideration in said  
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.  
(Notarial Seal)

George H. Tederick

Notary Public

Glenn Herman Phillips et ux

To Clarence L. Long et ux

Filed and Recorded November 1<sup>st</sup> 1949 at 11:00 A.M.

Mortgage

This Mortgage,

Made this 31st day of October

in the year Nineteen Hundred and Forty Nine, by and between

Glenn Herman Phillips and Kathleen Lucille Phillips, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and Clarence L. Long and Grace P. Long his wife,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, The parties of the first part are justly and bona fide indebted unto the parties  
of the second part in the full and just sum of Three Thousand Five Hundred Dollars,  
(\$3,500.00) which said sum the parties of the first part promise to pay to the order of the  
parties of the second part at the rate of Fifty Dollars (\$50.00) per month with interest  
thereon at the rate of Five Per Centum (5%) per annum, payable semi-annually until the full  
sum of Three Thousand Five Hundred Dollars, (\$3,500.00) and interest thereon has been paid and  
satisfied.

The sum hereby secured being in part purchase money for the hereinafter described prop-  
erty, and is, therefore, a Purchase Money Mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid,  
and in order to secure the prompt payment of the said indebtedness at the maturity thereof,  
together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said  
parties of the second part, their

heirs and assigns, the following property, to-wit:

All that lot, piece or parcel of ground lying and being in Allegany County, Maryland,  
situated in the Town of Frostburg on the South side of Mechanic Street, and more particularly  
described as follows:

BEGINNING for the same at a fence post standing on said side of said street 181 feet  
from the intersection of said side of said street and the westerly side of Pine Street, extended,  
said fence post also standing at the Northwest corner of all that lot or parcel of ground  
said fence post also standing at the Northwest corner of all that lot or parcel of ground  
which was conveyed by Solomon Brode and wife to Sam Spala by deed dated June 1, 1937, and re-  
corded among the Land Records of Allegany County, Maryland, in Liber No. 177, folio 685, and run-  
ning thence with said Southerly side of said Mechanic Street, North 35 1/2 degrees West 50 feet,  
to a post, thence South 53 degrees West 169 feet to an alley, and with said alley South 35 1/2  
degrees East 50 feet to the Spala lot, thence with it North 53 degrees East 169 feet to the  
place of beginning.

IT BEING the same property which was conveyed unto the said Glenn Herman Phillips and  
Kathleen Lucille Phillips, his wife, by Ronel H. Williams and Mayd. Williams, his wife, by  
deed dated the 1st day of October, 1949, and duly recorded among the Land Records of Allegany  
County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters,  
privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part their

heirs, executors, administrators or assigns, do and shall pay to the said

parties of the second part, their heirs,

executors, administrators or assigns, the aforesaid sum of Three Thousand Five Hundred  
Dollars (\$3,500.00)  
together with the interest thereon, as and when the same shall become due and payable, and in  
the meantime do and shall perform all the covenants herein on their part to be  
performed, then this mortgage shall be void.

Compared and Mailed Delivered  
To Esq. of Reg. City Clerk  
Nov 4 1949



*And it is Agreed* that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or Edward J. Ryan his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor's, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their heirs or

assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Five Hundred Dollars (\$3,500.00)

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors s.

Attest

F. Earl Kreitzburg

Glenn Herman Phillips (Seal)

Kathleen Lucille Phillips (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 31st day of October

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Glenn Herman Phillips and Kathleen Lucille Phillips, his wife,

and each did acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Clarence L. Long, and Grace P. Long his wife

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

F. Earl Kreitzburg

Notary Public

George T. McGaughey et ux

Theodore Bell et ux

**This Mortgage,**

PURCHASE MONEY

in the year Nineteen Hundred and forty nine

George F. McGaughey and Isabel McGaughey his wife,

of Allegany County, in the State of Maryland

parties of the first part, and Theodore Bell and Delia Bell, his wife,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted to the said parties of the second part in the full and just sum of Two Thousand Nine Hundred (\$2,900.00) Dollars, the same being the balance due on the purchase price for the hereinafter described property, and which said sum is to be paid by the parties of the first part to the parties of the second part in equal monthly instalments of at least Forty (\$40.00) Dollars per month, together with interest thereon at the rate of three percent per annum, which said interest is to be calculated and paid monthly on the unpaid balance.

Now Therefore, in consideration of the promises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit: All the surface of that piece or parcel of land, situate at Wright's Crossing, in Election District No. 28, Allegany County, Maryland, known as Lot No. 6 and more particularly described as follows, to-wit:

BEGINNING for the same at a point in center of old abandoned County Road from Frostburg to Bordon Shaft, which is also the end of the 15th line of a parcel of land conveyed by The Consolidation Coal Company to William Davis, by deed dated April 6, 1927, filed and recorded in Liber No. 156, folio 575, one of the Land Records of Allegany County, Maryland, and being also South 51 degrees 24 minutes East 293.71 feet from Consolidation Coal Company's Engineers Survey Station No. 13359, which is a copper plug in concrete shoulder on west side of Georges Creek Boulevard then with center of said old abandoned County Road and reversing part of said 15th line of said deed (true meridian courses and horizontal distances used throughout) South 42 degrees 13 minutes West 61 feet, then leaving said old abandoned County Road and said deed to degrees 13 minutes West 61 feet, then leaving said old abandoned County Road to a point on the easterly edge of Georges Creek Boulevard, then with said Boulevard North 29 degrees 4 minutes East 100 feet, then leaving said Boulevard South 60 degrees 20 minutes East 269.27 feet to a point in center of said old abandoned County Road, which is also a point on the 16th line of beforementioned deed to William Davis; then reversing part of said 16th line and with center of said old abandoned County Road South 26 degrees 47 minutes West 42 feet to the beginning containing sixty one-hundredths (0.61) of an acre more or less.

IT BEING the same property which was conveyed by the parties of the second part to the parties of the first part, by deed of even date herewith, and which said deed is to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of this Mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their

executor, administrator or assigns, the aforesaid sum of \$2,900.00 together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered

To Mr. R. E. Bell, 324 32A  
Baltimore, Md.  
Nov 15 1949







And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or Matthew J. Mullaney, their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

All the said parties of the first part

further covenant to insure, with, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their

assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty Four Hundred (\$2,400.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees, may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seals of said mortgagor s.

Attest Matthew J. Mullaney Wilbert F. Murray (Seal)  
Matthew J. Mullaney Dorothy G. Murray (Seal)

State of Maryland.

Allegany County, to wit:

I hereby certify that on this 29th day of October

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Wilbert F. Murray and Dorothy G. Murray his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Shannon S. Twigg and Zona B. Twigg, his wife, the named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Matthew J. Mullaney

Notary Public

Angus L. Brown et ux

To

Milton Bernstein et al

Filed and Recorded November 4<sup>th</sup> 1949 at 2:15 P.M.

Mortgage

(Stamps \$1.65)

This Mortgage,

Made this 4 day of November

in the year Nineteen Hundred and Forty Nine

, by and between

Angus L. Brown and Bertha M. Brown his wife

of Allegany

County, in the State of Maryland

parties of the first part, and Milton Bernstein and Madeline Guggenheimer

of Allegany

County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, The parties of the first part are justly and bona fide indebted unto the said parties of the second part in the full and just sum of Three Thousand Dollars (\$3,000.00) One Thousand Five Hundred Dollars (\$1,500.00) thereof being due and payable to Milton Bernstein and One Thousand Five Hundred Dollars (\$1,500.00) thereof being due and payable to Madeline Guggenheimer, and which said sum the said parties of the first part promise to pay to the order of the said parties of the second part Five (5) years after date, with interest thereon at the rate of Four Per Centum (4%) Per Annum, payable semi-annually with the right to the parties of the first part to pay any amount they desire upon the principal of said indebtedness at any interest paying period.

The sum hereby secured being in part purchase money for the hereinafter described property, and is, therefore, a Purchase Money Mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part,

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All those lots or parcels of ground lying and being in Cumberland, Allegany County, Maryland, and described as follows, to-wit:

FIRST: All that lot or parcel of ground situated on the East side of Ridgeway Terrace in Cumberland, Maryland, it being part of Lot No. 4 of the Holzshu Addition, the plat of the same being recorded in Liber No. 136, Folio 753, of the Land Records of Allegany County, the said property fronting 35 feet on Ridgeway Terrace and running back a depth of 102 feet, and being improved with a brick apartment building known as No. 11 Ridgeway Terrace.

SECOND: All that lot or parcel of ground situated on the West side of Grandview Terrace in Cumberland, Maryland, it being part of Lot No. 4 of the Holzshu Addition a plat of which is recorded in Liber No. 136, folio 753, of the Land Records of Allegany County, the said property fronting 35 feet on Grandview Terrace and running back 48 feet and being part of the property conveyed to Charles E. Fadely, Jr., by the Holzshu Realty Company by deed recorded in Liber No. 155 folio 45, and is improved by a brick apartment building known as No. 3 Grandview Terrace.

The above described property being the same property conveyed to the said parties of the first part by George H. Hughes and Edward J. Ryan Trustees by deed dated June 13th, 1944, and duly recorded among the Land Records of Allegany County, Maryland, reference to which said deed is hereby made for a more full and particular description of said property.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said

parties of the second part, their

executors, administrators or assigns, the aforesaid sum of Three Thousand Dollars (\$3,000.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Computed and Mailed Delivered  
To Edgar P. P. - City, C. 19 49



And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Edward J. Ryan, are hereby authorized and empowered, at his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, their assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Dollars (\$3,000.00)

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s

Attest

H. V. Bloom  
H. V. Bloom

Angus L. Brown (Seal)

Bertha M. Brown (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 4 day of November

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Angus L. Brown and Bertha M. Brown, his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Milton Bernstein and Madeline Guggenheimer

the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.  
(Notarial Seal)

Harold V. Bloom

Notary Public

J. DeSales Maher et ux

Everett I. Spiker

Filed and Recorded November 7<sup>th</sup> 1949 at 1:45 P.M.

Mortgage

(Stamps \$.55)

This Mortgage, Made this 3rd day of October

in the year Nineteen Hundred and Forty-Nine, by and between J. DeSales Maher and Mary M. Maher his wife,

of Allegany County, in the State of Maryland part ies of the first part, and Everett I. Spiker

of Allegany County, in the State of Maryland part y of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the said party of the second part in the full and just sum of Five Hundred Fifty-Four Dollars and Sixty-Three Cents (\$554.63) as evidenced by these presents, which said sum together with interest at the rate of Six Per Cent Per Annum, payable semi-annually, shall be repaid in monthly installments of Thirty Dollars (\$30.00) per month, the first of said monthly payments being due November 1, 1949 and each and every month thereafter until the whole principal together with the interest accruing hereunder shall have been paid in full, said monthly payments, at any interest bearing period, shall be applied first to the interest due for said period and the balance upon the balance of the principal sum due hereunder.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said J. DeSales Maher and Mary M. Maher his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Everett I. Spiker his

heirs and assigns, the following property, to-wit: All that parcel of land situated at Midland in Election District #18, in Allegany County, Maryland, and being more particularly described as follows: BEGINNING for the same at a point in the center of Neff Run, said point being a copper plug in a rock on the main boundary of the Consolidation Coal Company, and running thence (true meridian courses and horizontal distances being used throughout) with the said main boundary and the center of Neff Run, South 70 degrees 55 minutes West 133.05 feet to corner No. 316, one of the corners of the Consolidation Coal Company, thence North 77 degrees 32 minutes West 295.36 feet to corner No. 317 it being also a corner of the Consolidation Coal Company, thence North 57 degrees 38 minutes West 257.29 feet, thence leaving said main boundary and said Neff Run, North 87 degrees 11 minutes East 258 feet to a post; North 69 degrees 57 minutes East 103.49 feet to a post; South 17 degrees 40 minutes East 17.74 feet to a post; North 77 degrees 03 minutes East 171.55 feet to a post; South 24 degrees 32 minutes East 250.33 feet to the point of beginning. Containing 2.184 acres, more or less. IT BEING the same property which was conveyed to J. DeSales Maher et ux by Annie McGowan Wilson et vir by deed dated February 16, 1945 and recorded in Liber 203, folio 243, among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said J. DeSales Maher and Mary M. Maher his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

Everett I. Spiker, his executor, administrator or assigns, the aforesaid sum of Five Hundred Fifty-Four and 63/100 Dollars (\$554.63) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered  
To Wife - Madeline Guggenheimer  
Nov 15 1949



And it is Agreed that until default be made in the premises, the said  
J. DeSales Maher and Mary M. Maher his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said J. DeSales Maher and Mary M. Maher his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

Everett I. Spiker, his

heirs, executors, administrators and assigns, or Gorman E. Getty, are hereby authorized and empowered, at his, her or their duly constituted attorney or agent, are hereby authorized and empowered, any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

J. DeSales Maher and Mary M. Maher - heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said J. DeSales Maher and Mary M. Maher his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his

assigns, the improvements on the hereby mortgaged land to the amount of at least Five Hundred Fifty-Four and 63/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his ~~their~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s.

Attest James Park  
James Park

J. DeSales Maher (Seal)

Mary M. Maher (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify. That on this 31 day of October

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared J. DeSales Maher and Mary M. Maher his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Everett I. Spiker

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

James Park

Notary Public

George Street Cleaners, Inc.

Chattel Mortgage.

To

Filed and Recorded November 2<sup>nd</sup> 1949 at 10:40 A. M.

Delbert R. Kitzmiller, et ux.

(Stamps \$10:45).

THIS CHATTEL MORTGAGE made this 1st day of November, 1949, by and between George Street Cleaners, Inc., and Ralph A. Indolfi and Florence C. Indolfi, his wife, of Allegany County and State of Maryland, hereinafter called the Mortgagors, and Delbert R. Kitzmiller and Ollie M. Kitzmiller, his wife, of Allegany County, Maryland, hereinafter called the Mortgagees, WITNESSETH:

That for and in consideration of the sum of Nine Thousand Seven Hundred Dollars (\$9700.00) this day loaned unto said Mortgagors by said Mortgagees, the said Mortgagors do hereby bargain and sell unto the said Mortgagees the following described property now located in the premises at the corner of George and Union Streets in the City of Cumberland, Maryland, to-wit:

LOCATED IN THE OFFICE

- 1 Set fixtures
- 1 Counter
- 1 Cash Register
- 1 File cabinet
- 1 Desk & Chair
- 2 Chairs
- 4 Florescent lights & fixtures
- 1 Outside Neon sign
- 2 Neon tubes
- 1 Pipe racks for clothing
- 4 Clothes bins
- 1 Paper roller & paper

LOCATED IN FINISHING ROOM

- 1 Hoffman pressing machine Ser. # 82976
- 1 Hoffman pressing machine Ser. # 90513
- 1 Hoffman pressing machine Ser. #416209
- 1 Dry cabinet
- 2 Cissell steam irons & ironing boards
- 1 Set of Cissell dress finishers
- 1 Pantex-Susie Steam coat presser Model GS2 Ser. #1605.
- 1 Sewing machine
- 5 Tables
- 2 Fans
- Complete set of racks for clothing
- Florescent lights and fixtures

LOCATED IN BOILER ROOM

- 1 Look Out Boiler
- 1 Stogker (Commercial)
- 1 Fire distinguisher Supplies

LOCATED IN CLEANING ROOM

- 1 Pan-Tex tumbler, steam press - 125 pounds maxium, Machine Model 3003
- 1 Hoffman Vorclone tumbler, Model #9930 Type ADABAA Ser. #74040
- 1 Hoffman Filpro Solvent distill, Model #21005 - Ser. #33943, Type #FA CAP-GPH-A-50 1/4 Motor Att.
- 1 Hoffman Filpro Filter, Model #20032, type # NDDCO, CAP-GPH-M-3200-S Ser. #14256
- 1 Hoffman Vorclone Washer, Model #11040, Type # AODAAA, Ser #4881.
- 1 Pan Tex Extractor, Model - 140 DX-MSX #560 - Motor driven - 1 1/2 H. P.
- 1 Motor driven pump 1 1/2 #80349 - 1 1/2 H. P. Motor
- 1 Belt Driven pump 1 1/2"
- 1 Bock Motor driven extractor, Machine #24B8150 - Paten #1483326
- 1 Iron tank, cap. - 225 Gal.
- 2 Iron ta\_ks cap - 100 gal. each.
- 1 36" Electric fan
- 1 Marble scrubbing table
- 1 Marble spotting slab.
- 1 Wire tray
- 1 24-foot table
- 5 foot table.
- 1 Assorted lot of pans, buckets and crocks
- 1 Metal barrel rack.

Provided, that if the said Mortgagors shall pay unto the said Mortgagees the aforesaid sum of Nine Hundred Seven Thousand Dollars (\$9700.00) together with the interest



thereon at the rate of Six Per Centum (6%) per annum, it being understood and agreed by and between the parties hereto that the said Mortgagors shall make payments of not less than Three Hundred Dollars (\$300.00) each three months on account of the principal indebtedness as herein stated and to pay in addition thereto the interest thereon at the rate aforesaid, the first of said payments to be made on the --- day of ---- 19--, and shall continue as above provided until the full amount of the principal and interest as herein stated shall be fully paid.

The indebtedness as evidenced by this Chattel Mortgage is further secured by a mortgage given by the said Ralph A. Indolfi and Florence C. Indolfi, his wife, to the said Delbert R. Kitzmiller and Ollie M. Kitzmiller, his wife, which mortgage bears even date herewith in the amount of Three Thousand Dollars (\$3000.00) and constitutes a lien on a certain lot or parcel of ground known as Lot No. 5, Block 6 in Johnson's Heights Addition. The total indebtedness as evidenced by this Chattel Mortgage and the Mortgage herein referred to being Seventy-Nine Hundred Dollars (\$7900.00) together with the interest thereon accrued.

But in case of default in payment of the principal sum of the indebtedness as herein stated, or the interest thereon, then the entire indebtedness shall at once become due and payable, and the said Mortgagees, in case of such default, under the terms and conditions of this Chattel Mortgage, shall have the power to sell the property, or so much thereof as may be necessary, at Public auction in the City of Cumberland, Maryland, upon giving at least ten days notice of said sale in some newspaper published in the City of Cumberland, Maryland. The proceeds of said sale shall be applied: First, to the expenses of said sale, including a commission of eight per cent (8%) to the party making the sale; secondly, to the payment of the debt and interest due said Mortgagees, and the balance, if any, to be paid to the said Mortgagors.

Said Mortgagors do further agree to insure forthwith, and pending the existence of this mortgage to keep said property insured in some company or companies acceptable to the mortgagees in the sum of ----- and to pay the premium thereon when due, and in the event said Mortgagors fail to keep said property insured as hereinbefore, then in that event the said mortgagees shall have the right to keep said property adequately insured and to add the cost thereof on to the principal indebtedness as evidenced herein.

WITNESS the signature of ----- President of George Street Cleaners, Inc., and the corporate seal hereto attached, all duly attested by its Secretary, the day and year above written, and witness the hands and seals of the other Mortgagors herein above written.

(Corporate Seal)

Ralph A. Indolfi,  
Secretary.

GEORGE STREET CLEANERS, INC.,

By Patsy Morrocco,  
President.

Ralph A. Indolfi (SEAL)

WITNESS: George R. Hughes

Florence C. Indolfi (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY, that on this 1st day of November, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Ralph A. Indolfi, president of George Street Cleaners, Inc., and acknowledged the foregoing Chattel Mortgage to be the Corporate Act and deed of said corporation, and also appeared before me Ralph A. Indolfi and Florence C. Indolfi, his wife, and acknowledged the said Chattel Mortgage to be their act and deed.

And at the same time also appeared before me Delbert R. Kitzmiller, one of the Mortgagees, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

(Notarial Seal)

Eloise Shaffer, Notary Public.

Potomac Coach Lines, Incorporated

To

Edward W. Marsh, et al., Trustees.

Deed of Trust.

Filed and Recorded November 3<sup>rd</sup> 1949 at 3:10 P. M.

# DEED OF TRUST

MADE and entered into this 2nd day of November, 1949, but effective as of October 31, 1949, between Potomac Coach Lines, Incorporated, Martinsburg, West Virginia, a West Virginia corporation, (hereafter called the "Company"), party of the first part, and Edward W. Marsh and L. I. Rice, Trustees, parties of the second part, WITNESSETH THAT:

WHEREAS, the Company has entered into an Agreement dated of even date herewith, but effective as of October 31, 1949, with Mellon National Bank and Trust Company, Pittsburgh, Pennsylvania, a national banking association, (hereafter called the "Bank"), a copy of which is annexed hereto, made part hereof and marked Exhibit "A", pursuant to which the Bank has sold to the Company, and the Company has purchased from the Bank for a consideration of Eighty-Five Thousand Six Hundred Seven and 42/100 Dollars (\$85,607.42) plus an amount equal to the costs and expenses incurred by the Bank in connection with the foreclosure of a certain Deed of Trust dated January 10, 1947, from Emery's Motor Coach Lines, Inc., to the trustees named therein, the motor vehicles, franchise permits, etc., in said Agreement described, and pursuant to which Agreement the Company has borrowed Five Thousand Dollars (\$5,000.) from the Bank, making a total indebtedness from the Company to the Bank of Ninety Thousand Six Hundred Seven and 42/100 Dollars (\$90,607.42) plus the aforesaid costs and expenses of foreclosing said Deed of Trust from Emery's Motor Coach Lines, Inc. to the Trustees named therein (said amounts being hereafter collectively referred to as the "indebtedness");

NOW, therefore, know all men by these presents: That for and in consideration of the premises and of the sum of One Dollar (\$1.00) cash in hand paid, the receipt whereof is hereby acknowledged, and by way of security for the payment of the indebtedness and for costs and expenses incurred in the collection thereof and to secure the performance and observance by the Company of all the terms and conditions of said Agreement, the Company does hereby grant, bargain, sell, assign, transfer and set over unto the parties of the second part, Trustees as aforesaid, the motor vehicles located in Martinsburg, Berkeley County, West Virginia, and in Cumberland, Allegany County, Maryland, listed and described in Paragraph 1 (d) of said Agreement which is attached hereto, made part hereof and marked Exhibit "A", and any additions thereto, or replacements thereof, together with any and all attachments, equipment, parts and accessories now or hereafter attached thereto, and together with all other motor vehicles which may be hereafter acquired by the Company and used in its business or leased by it to others, and together also with all franchise rights, permits, certificates of public convenience and necessity described in Paragraph 1 (a), (b) and (c) of said Agreement, together also with such certificates of public convenience and necessity, franchise rights, or permits which may hereafter be issued to the Company as well as all the good will of the Company;



IN TRUST NEVERTHELESS to secure the payment by the Company to the Bank of the indebtedness and any and all other indebtedness of the Company to the Bank which may now exist or which may hereafter be created under said Agreement.

The beneficial owner of the indebtedness and the beneficial owner of any other indebtedness which may hereafter be created under the terms of said Agreement is Mellon National Bank and Trust Company, 514 Smithfield Street, Pittsburgh, Allegheny County, Pennsylvania.

The Company covenants and warrants that it owns and is lawfully possessed of the motor vehicles conveyed and to be conveyed hereby, free and clear of all liens and encumbrances, and that it will forever warrant and defend the same against the lawful claims and demands of all persons, firms or corporations whatsoever. The Company hereby covenants and agrees that it will perform and observe all the terms, covenants, warranties and provisions to be performed or observed by it under said Agreement.

If any event shall occur which under the provisions of said Agreement or any note issued thereunder is an event of default or shall entitle the Bank or other holder thereof to declare the unpaid balance of indebtedness as evidenced by any note issued thereunder forthwith due and payable, then and in such event this Deed of Trust may be enforced for the entire amount secured hereby or evidenced by any note issued under said Agreement and the Bank or the then holder of any such note may, at its option, order the Trustees, or any one of them, in writing to foreclose this Deed of Trust, and it shall then be the duty of the said Trustees, or the one of them acting hereunder, to sell said motor vehicles and all certificates of public convenience and necessity, franchise rights, permits and good will conveyed hereby at public or private sale (which sale may be postponed without further notice to anyone) in bulk or in parcels, at such time and place as the Trustees, or the one of them acting hereunder, may see fit and may designate in the notice of such sale, and to take possession of said motor vehicles and to take all necessary steps to safeguard and preserve the same prior to sale and the Bank may bid upon and purchase all or any part of said motor vehicles and all or any part of said certificates of public convenience and necessity, franchise rights, permits and good will conveyed hereby at any sale thereof; the proceeds of any such sale to be applied first to the costs and expenses of retaking, holding, repairing and selling such motor vehicles, including a commission of 5% to said Trustees for their services hereunder and then to all amounts owing by the Company hereunder or secured hereby or upon any note issued under said Agreement, any surplus remaining to be paid to the Company, and in the event the proceeds of such sale shall be insufficient to pay the same the Company shall pay to the Bank the amount of any such deficiency on demand by the Bank; or the Trustees, or the one of them acting hereunder, may pursue any other course or remedy permitted or provided by law. Before making any such sale said Trustees, or the one acting hereunder, shall advertise their intention to sell in one or more newspapers of general circulation in Berkeley County, West Virginia, and in Allegany County, Maryland, one time three days prior to the day of sale, including Sundays and holidays; personal notice of sale and all other notices, whether required by statute, custom or otherwise, except the above provided notice by publication, is hereby expressly waived by the Company.

The Company covenants and agrees that upon the acquisition by it of additional motor vehicles for use in its business or upon the issuance to it of additional certificates of public convenience and necessity, franchise rights, or permits, it will by appropriate supplement to this Deed of Trust, cause the same to be conveyed, transferred, and assigned to the Trustees as security for any purchase money therefor or other moneys loaned by the Bank under said Agreement and as further and additional security for the indebtedness secured and to be secured hereby, in confirmation of the conveyance, transfer and assignment of such additional motor vehicles, franchise, permits, etc., purported to be made hereby.

It is agreed that the Company may, with or without the consent of the Bank as provided in Paragraph 6 of said Agreement, sell, and the Trustees, or the one of them acting hereunder, upon the written request of the Bank, shall release from the lien hereof, any of the motor vehicles which the Company shall deem not necessary or advantageous to retain in its business upon condition that the Company shall pay to the bank the sum or sums agreed to be paid as provided in said paragraph 6 of the Agreement.

Until default shall be made in any of the payments referred to in this Deed of Trust or any part thereof or in the performance of any covenant, condition or provision hereof or of said Agreement or of any note issued under said Agreement, the Company shall be entitled to retain possession of said motor vehicles, franchise permits, etc., and to use and enjoy the same.

Neither the failure of nor any delay on the part of the Bank or the Trustees in exercising any right, power or privilege hereunder shall operate as a Waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude other or further exercise thereof or the exercise of any other right, power or privilege.

This Deed of Trust shall be binding upon the Company, its successors and assigns, and shall inure to the benefit of the Trustees, their respective successors and assigns, and of the Bank, its successors and assigns.

Witness the due execution hereof the day and year first above written.

POTOMAC COACH LINES, INCORPORATED

ATTEST:

Francis H. Urner,  
Ass't Secretary.

By Jack A. Bowers,  
President.

STATE OF MARYLAND }  
COUNTY OF WASHINGTON } TO-WIT:

I, Laura D. Arant, a Notary Public in and for said State and County, do hereby certify that Jack A. Bowers, the President of Potomac Coach Lines, Incorporated, a West Virginia corporation, who executed the writing above for and on behalf of Potomac Coach Lines, Incorporated, bearing date on the 2nd day of November, 1949, but effective as of October 31, 1949, has this day before me acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and Notarial Seal, this 2nd day of November, 1949.

(Notarial Seal)  
My Commission Expires: May 7, 1951.

Laura D. Arant, Notary Public.

#### AFFIDAVIT OF GOOD FAITH

STATE OF MARYLAND }  
COUNTY OF WASHINGTON } TO-WIT:

MELLON NATIONAL BANK AND TRUST COMPANY (hereafter called the "Bank") by A. Bruce Bowden, Assistant Vice President, states that it is the beneficial owner of the indebtedness presently secured by and to be secured by the foregoing Deed of Trust; that the consideration set forth in said Deed of Trust is true and bona fide; that contemporaneously with the execution of said Deed of Trust the grantor, Potomac Coach Lines, Incorporated, borrowed from the Bank the sum of Ninety Thousand Six Hundred Seven and 42/100 Dollars (\$90,607.42) plus an amount equal to the costs and expenses incurred by said Bank in connection with the foreclosure of a certain Deed of Trust dated January 10, 1947, from Emery Motor Coach Lines, Inc., to the Trustees named therein; that the said debt is just and unpaid; and that the within Deed of Trust granting and conveying to the Trustees named therein the motor vehicles therein described and referred to was executed on behalf of Potomac Coach Lines, Incorporated, by



Jack A. Bowers, president, and attested by Francis H. Urner, Ass't Secretary, and delivered to the Trustees for the benefit of the Bank in good faith.

WITNESS the due execution hereof this 2nd day of November, 1949.

(Corporate Seal) MELLON NATIONAL BANK AND TRUST COMPANY,  
By A. Bruce Bowden,  
Assistant Vice-President.

STATE OF MARYLAND }  
COUNTY OF WASHINGTON } TO-WIT:

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared A. Bruce Bowden, who being duly sworn, upon his oath says that he is an Assistant Vice President of Mellon National Bank and Trust Company, the beneficial owner of the indebtedness secured and to be secured by the foregoing Deed of Trust and further deposes and says that the foregoing statement is true and correct and that the consideration set forth in said Deed of Trust is true and bona fide.

A. Bruce Bowden  
Assistant Vice President.

Sworn to and subscribed before me this 2nd day of November, 1949.

(Notarial Seal)  
My Commission Expires May 7, 1951.

Laura D. Arant, Notary Public.

#### EXHIBIT A

#### AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of November, 1949, but effective as of October 31, 1949, by and between Mellon National Bank and Trust Company, Pittsburgh, Pennsylvania, a national banking association (hereinafter called the "Bank", and Potomac Coach Lines, Incorporated, Martinsburg, West Virginia, a West Virginia Corporation, (hereinafter called the "Company"),

#### WITNESSETH THAT:

WHEREAS, on the effective date of this Agreement, Emery's Motor Coach Lines, Inc., Martinsburg, West Virginia, a West Virginia corporation, (hereinafter called "Emery"), was indebted to the Bank in the principal amount of \$85,289.12, plus interest for the month of October in the amount of \$318.30, which indebtedness was evidenced by a certain promissory note of Emery payable to the Bank; and

WHEREAS, said indebtedness of Emery to the Bank was secured by a Deed of Trust dated January 10, 1947, as supplemented and amended, from Emery's predecessor in title to three Trustees named therein, which Deed of Trust transferred certain motor vehicles, franchise permits, etc., hereinafter described, to said Trustees in trust to secure the payment of such indebtedness; and

WHEREAS, said Deed of Trust having been in default and the Bank having instructed two of said Trustees to foreclose said Deed of Trust and to sell said motor vehicles, franchise permits, etc., in accordance with the terms of said Deed of Trust; and

WHEREAS, said two Trustees did foreclose said Deed of Trust and did, on the effective date of this Agreement at public sale in Martinsburg, West Virginia, sell said motor vehicles, franchise permits, etc., to the Bank, it having been the highest bidder at said public sale; and

WHEREAS, the Company desires to purchase from the Bank, and the Bank desires to sell to the Company, said motor vehicles, franchise permits, etc., for the consideration and upon the terms and conditions hereinafter set forth;

NOW THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1. The Bank hereby sells, assigns, transfers and sets over unto the Company the following described property:

(a) Subject to the approval of the Interstate Commerce Commission, the certificate of public convenience and necessity issued to Emery by the Interstate Commerce Commission as follows:

#### "CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

NO. MC 108635

EMERY'S MOTOR COACH LINES, INC.,  
MARTINSBURG, WEST VIRGINIA

At a session of the Interstate Commerce Commission, Division 5, held at its office in Washington, D. C., on the 5th day of October, A. D., 1949

AFTER DUE INVESTIGATION, It appearing that the above-named carrier has complied with all applicable provisions of the Interstate Commerce Act, and the requirements, rules, and regulations prescribed thereunder; and, therefore, is entitled to receive authority from this Commission to engage in transportation in interstate or foreign commerce as a motor carrier; and the Commission so finding;

IT IS ORDERED, That the said carrier be, and it is hereby, granted this Certificate of Public Convenience and Necessity as evidence of the authority of the holder to engage in transportation in interstate or foreign commerce as a common carrier by motor vehicle; subject, however, to such terms, conditions and limitations as are now, or may hereafter be, attached to the exercise of the privileges herein granted to the said carrier.

IT IS FURTHER ORDERED, That the transportation service to be performed by the said carrier to interstate or foreign commerce shall be as specified below:

Passengers and their baggage, and express, newspapers and mail, in the same vehicle with passengers, over regular routes:

Between Cumberland, Md., and Leesburg, Va.:

From Cumberland over Maryland Highway 51, via Siebert, Md., to the Potomac River, thence across the Potomac River and over West Virginia Highway 9, via Paw Paw and Martinsburg W. Va., to the West Virginia-Virginia State Line, thence over Virginia Highway 9 to junction Virginia Highway 7, and thence over Virginia Highway 7 to Leesburg.

Between Shepherdstown, W. Va., and Martinsburg, W. Va.:

From Shepherdstown over West Virginia Highway 45 to Martinsburg.

Between Old Town, Md., and Green Spring, W. Va.:

From Old Town over unnumbered highway to Green Spring.

Return over these routes.

Service is authorized to and from all intermediate points.

Passengers and their baggage, restricted to traffic originating in the territory indicated, in charter operations, over irregular routes.

From points and places in Jefferson and Berkeley Counties, W. Va., and those in Frederick, Clarke and Shenandoah Counties, Va., to the District of Columbia, points and places in West Virginia and Maryland, those in Pennsylvania on and south of U. S. Highway 22, those in New York within 50 miles of New York City, and those in Virginia on and east of U. S. Highway 29 from the North Carolina-Virginia State Line to Amherst, and on and North of U. S. Highway 60 from Amherst to the Virginia-West Virginia State Line, traversing Delaware and New Jersey for operating convenience only, and return.

IT IS FURTHER ORDERED, and is made a condition of this certificate that the holder thereof shall render reasonably continuous and adequate service to the public in pursuance of the authority herein granted, and that failure so to do shall constitute sufficient grounds



for suspension, change, or revocation of this certificate.

AND IT IS FURTHER ORDERED, That this certificate shall supersede the certificate issued in this proceeding on September 17, 1947, with respect to the operating rights authorized herein; and said certificate is hereby cancelled to that extent.

By the Commission, Division 5.

(SEAL)

W. P. Bartel,  
Secretary

\* This certificate constitutes the remaining portion of the operating rights granted the above-named carrier in Certificate No. MC108635, portion of such rights having been sold to Frank P. Corbin, doing business as Osgood Bus Lines, Docket No. MC 63473, pursuant to MC-F 4180."

(b) Subject to the approval of the public service commissions of the States of Maryland, Virginia and West Virginia, corresponding intrastate certificates or franchise permits issued to Emery by such State regulatory authorities;

(c) Subject to the approval of the City of Martinsburg, West Virginia, the license or permit granted to Emery to operate buses in the City of Martinsburg; and

(d) The following described motor vehicles, including any replacements thereof or additions thereto, together with all attachments, equipment parts and accessories now or hereafter attached thereto:

|                                     | Serial No. | Motor No.  |
|-------------------------------------|------------|------------|
| 1937 Chevrolet Transit, 25-pass.    | T-141365   | 14SD111759 |
| 1936 Yellow, 21-pass.               | 722014     | 14001148   |
| 1945 Ford Transit, 29-pass.         | 69B        | 99T611463  |
| 1945 Ford Transit, 29-pass.         | 69B        | 99T611462  |
| 1945 Ford Transit, 29-pass.         | 69B        | 99T64167   |
| 1945 Flexible BR, 29-pass.          | 6841       | 4557262    |
| 1945 Flexible BR, 29-pass.          | 6910       | 4557422    |
| 1946 Ford Transit, 29-pass.         | 69B        | 99T982402  |
| 1946 Ford Transit, 29-pass.         | 69B        | 99T983007  |
| 1946 Flexible BR, 25-pass.          | 7323       | SD4584624  |
| 1946 Flexible CR, 25-pass.          | 7359       | DEA97605   |
| 1947 Flexible BR, 25-pass.          | 7577       | 4652445    |
| 1944 Ford Transit, 29-pass.         | 69B        | 99T553467  |
| 1944 Ford Transit, 29-pass.         | 69B        | 99T553468  |
| 1946 Mercury Sed. AT-IR. Car.       |            | 99A1266079 |
| 1945 Pony Cruiser, 25-pass.         | 651        | B66689497  |
| 1945 Flexible BR, 29-pass.          | 6835       | 4557268    |
| 1935 Yellow Coach, 33-pass.         | 843310     | 707561     |
| 1935 Yellow Coach, 33-pass.         | 843112     | 707558     |
| 1935 Yellow Coach, 33-pass.         | 843110     | 707635     |
| 1945 Flexible BR, 29-pass.          | 7028       | 4557335    |
| 1946 Flexible BR, 33-pass.          | 7121       | 4564223    |
| 1947 Flexible BR, 29-pass.          | 7775       | 4669159    |
| 1947 Ford Transit, 29-pass.         | 69B        | 1324205X   |
| 1947 Chevrolet, 20-pass.            | 14PXU2766  | DEA615033  |
| 1947 Ford Transit, 29-pass.         | 69B        | 1589407    |
| 1947 Flexible BR, 33-pass.          | 8063       | 4779916    |
| 1947 Flexible Motor Coach, 29-pass. | 8365       | 4847157    |
| 1947 Flexible Motor Coach,          | 8494       | 4937168    |

1948 Flexible Motor Coach, 28-pass.

8591

5010371

1948 Flexible Motor Coach, 33-pass.

8680

5037073

2. The Bank warrants that on the effective date of this Agreement its title to the motor vehicles above described is good and marketable, free and clear of all liens and encumbrances, and agrees to indemnify and hold harmless the Company against any loss or damage which the Company may sustain by reason of claim of third persons in this respect: The Bank further undertakes to defend the Company, at the Bank's sole cost and expense, as a consequence of the institution of any proceedings by any person whatsoever, the object of which is to oppose or obtain a revocation of any of the operating franchises, the transfer of which to Company is by this Agreement intended.

3. The consideration to be paid by the Company for the sale of the above described property shall be \$85,607.42, plus an amount equal to the costs and expenses, including fees and expenses of counsel, incurred by the Bank in connection with the foreclosure of Emery's Deed of Trust and the sale of the property by the Trustees thereunder.

4. Upon the execution and delivery of this Agreement, the Bank agrees to lend the Company a sum not in excess of \$5,000.00 to be used by the Company only for the purpose of defraying the cost of licenses, taxes, insurance, and other similar fees or deposits necessary to permit the operation of the motor vehicles above described, and the exercise of the franchises herein described.

5. The consideration described in Paragraph 3 and the loan described in Paragraph 4 shall be payable by the Company as follows:

Upon the execution and delivery of this Agreement, the Company shall execute and deliver to the Bank its demand collateral note in the principal amount of \$90,607.42, which note shall be secured by a pledge of all the issued and outstanding stock of the Company and by the deed of trust hereinafter referred to.

Ninety (90) days after the effective date of this Agreement, the Company shall execute and deliver to the Bank its promissory instalment note (hereinafter called the "Note") in principal amount equal to the principal amount of said Collateral demand note plus an amount equal to the costs and expenses, including fees and expenses of counsel, incurred by the bank in connection with the foreclosure of Emery's Deed of Trust and the sale of the property by the Trustees thereunder. The note shall be payable in monthly instalments, beginning on the fifteenth day of February, 1950, and continuing on the fifteenth day of each successive month thereafter, each such instalment to be in an amount equal to the monthly depreciation charge on such of the motor vehicles above described, or the replacements thereof, as the Company retains in the business, and shall bear interest, beginning February 15, 1950, on the unpaid balances of the principal at the rate of three per cent (3%) per annum payable monthly with each monthly instalment of principal. As conveniently as may be done after the execution and delivery of this Agreement, the Bank and the Company shall agree upon a value for all the motor vehicles sold hereunder based upon a depreciation schedule of five (5) years; the monthly depreciation charge on such of the motor vehicles as the Company retains in the business (which depreciation charge forms the basis for the amount of each monthly instalment on the Note) shall be based on the agreed value thus established for such motor vehicles. The Note shall be in substantially the form of Exhibit 1 attached hereto.

In addition to said monthly instalments of principal and interest, the Note shall provide that the Company shall, within ninety (90) days after the close of each fiscal year, make payments on account of the principal thereof in an amount equal to fifty per cent (50%) of the net profits (after provision for all taxes) of the business for the preceding fiscal year, such net profits to be determined in accordance with generally accepted principles of ac-



counting. All such payments made under the provisions of this paragraph shall be applied to the instalments due on the note in the inverse order of their normal maturity.

Upon the execution and delivery of the note, the Bank shall mark cancelled and shall surrender to the Company the said collateral demand note. The security for said collateral demand note, however, shall be retained by the Bank as security for the Note.

6. The Company shall have the privilege without penalty of prepaying all or any part of the indebtedness evidenced by the Note, but all partial prepayments shall be applicable to the respective instalments of the Note in the inverse order of their normal maturity.

The Company shall have the right, without the consent of the Bank, to sell all or any part of the above described motor vehicles which the Company deems not necessary or advantageous to retain in the business provided the selling price for such motor vehicles so sold is equal to or in excess of the book value thereof, as agreed upon between the Company and the Bank as provided in Paragraph 5 hereof; also the Company shall have the right, with the prior consent of the Bank, to sell all or any part of the above described motor vehicles which the Company deems not necessary or advantageous to retain in the business if the selling price of such motor vehicles so sold is less than the book value thereof as agreed upon between the Company and the Bank as provided in Paragraph 5 hereof. In either event, upon the sale of any motor vehicle the Company shall pay the Bank a sum equal to the selling price of the motor vehicle so sold, except that if a motor vehicle is sold for more than the depreciated book value thereof at the time of the sale the Company may retain 50% of that portion of the selling price in excess of such depreciated book value. All amounts paid by the Company to the Bank under the provisions of this paragraph shall be applied to the respective instalments of the Note in the inverse order of their normal maturity.

7. Within sixty (60) days after the effective date of this Agreement, the Company shall certify to the Bank all motor vehicles which will not be required in the operation of the business and as soon as conveniently may be done the Company shall sell said motor vehicles in accordance with the provisions of Paragraph 6 hereof at the best possible price obtainable.

8. In addition to the pledge of the stock of the Company, as provided in Paragraph 5, hereof, and as additional security for the payment of the collateral demand note and of the Note and for the performance and observance by the Company of all the terms and provisions hereof, the Company shall, upon the execution and delivery of this Agreement, execute and deliver to a trustee or trustees selected by the Bank a deed of trust (hereinafter called the "Company's Deed of Trust"), in form and substance satisfactory to the Bank, vesting in such Trustee or Trustees a title, paramount and superior to the rights of any other person, firm or corporation, to the above described motor vehicles and franchise rights.

9. The Company represents and warrants that:

(a) The Company is a validly existing corporation under the laws of the State of West Virginia;

(b) The execution and delivery of this Agreement, said collateral demand note, the note and the Company's Deed of Trust, have been or will be duly authorized by proper corporate action and constitute or will constitute valid and binding agreements of the Company enforceable in accordance with their terms.

10. As long as any part of the consideration to be paid by the Company for the above described property shall remain unpaid, and as long as any indebtedness of the Company created hereunder shall remain outstanding, but subject to prior termination of this Agreement in the manner provided by Paragraph 11 hereof, the Company covenants and agrees that:

(a) It will ---

(1) Faithfully observe and comply with all applicable laws and regulations of the United States of America, including but not limited to laws and regulations administered by the Interstate Commerce Commission with respect to the operation of the business, as well as applicable laws and regulations of the several states and districts in which the business is from time to time conducted;

(2) Insure and keep insured all motor vehicles at any time covered or agreed to be covered by the Company's Deed of Trust against loss or damage by fire, theft or other casualty (including but not limited to \$500 deductible collision insurance on buses under four years old) which insurance shall provide that loss, if any, shall be payable to the Bank as its interest shall appear, and furnish to the Bank certificates for such insurance and satisfactory evidence of payment of premiums thereon, and insure and keep itself insured against liability for workmen's compensation, public liability, property damage and other risks customarily insured against by operators of similar businesses in amounts satisfactory to the Bank;

(3) Maintain the motor vehicles used in the business in reasonable repair and good working order, and pay and discharge all taxes, levies, assessments and other impositions thereon;

(4) Keep vested in the trustee or trustees named in the Company's Deed of Trust for the security and benefit of the Bank title to the motor vehicles used in the business;

(5) Furnish to the Bank from time to time such information regarding the Company's business affairs and financial condition in such detail as the Bank may reasonably request, and furnish to the Bank within 30 days after the end of each fiscal quarter a balance sheet of the Company as of the end of such quarterly period and profit and loss statements for such quarterly period verified by the Company as accurately reflecting its financial condition at the end of and the results of the operation of the business for such fiscal quarter, and within 90 days after the close of each fiscal year a balance sheet of the Company as of the end of such year and profit and loss statements for such year certified by an independent public accountant satisfactory to the Bank as having been prepared in accordance with generally accepted accounting principles and as accurately reflecting the financial condition of the Company as of the end of such year and the results of the operation of the business for such year;

(6) Reimburse the Bank for moneys expended by it for Insurance premiums, taxes, levies, assessments and other impositions on the motor vehicles used in the business which the Company has agreed to pay under this Paragraph 10 but which it may fail to pay;

(7) Permit the Bank, through its authorized employees, officers, agents or attorneys at any reasonable time or times to inspect the books and records of the Company and to observe the operation of the business.

(b) It will not without the prior written consent of the Bank ---

(1) Incur any indebtedness for borrowed money other than hereunder;

(2) Create, incur or suffer to exist any mortgage, lien or other encumbrance on any asset of the Company whether presently owned or hereafter acquired other than the Company's deed of Trust;

(3) Pledge any securities or other personal property now or hereafter owned by the Company except as provided hereunder and under the Company's Deed of Trust;

(4) Guarantee, assume, endorse or become surety for the obligations of others;

(5) Sell or otherwise dispose of any assets of the Company covered by or agreed herein to be covered by the Company's Deed of Trust, except as provided in Paragraph 6 hereof;

(6) Pay any salaries, fees or bonuses to any officer or director of the Company



except that the Company may pay salaries, fees or bonuses to its officers or directors out of that portion of the selling price of motor vehicles which the Company is entitled to retain under the provisions of Paragraph 6 hereof or out of that portion of the net profits (after provision for all taxes) of the business which the Company is not required to pay to the Bank under the provisions of Paragraph 5 hereof. Nothing in this subparagraph, however, shall prevent the Company from reimbursing its officers or directors for reasonable expenses incurred by them in connection with the operation of the business;

(7) Pay any dividends (other than stock dividends) on any of the stock of the Company.

11. The Company shall have the right and privilege at the end of one year from the date of the Note, if at that time the Company finds that it is impossible to operate the business at a profit, to declare this Agreement terminated and at an end in which event it shall, at the request of the Bank, forthwith transfer all the then existing corporate assets to the Bank or to the Bank's nominee.

12. The Company agrees to reimburse the Bank for any taxes (other than income taxes) which may at any time be imposed upon the Bank by reason of this Agreement or the Company's Deed of Trust.

13. If any of the following events of default shall occur:

(a) The Company shall fail to pay any instalment of principal or interest on the Note or the principal or interest on said collateral demand note according to the respective terms thereof; or

(b) The Company shall default in the performance of any covenant, condition or provision hereof, or of the Company's Deed of Trust, or shall become insolvent or unable to pay its debts as they mature, or shall voluntarily suspend transaction of the business, or shall file a voluntary petition in bankruptcy or a voluntary petition seeking to effect any arrangement with creditors, or shall file an answer admitting the jurisdiction of the Court and the material allegations of an involuntary petition pursuant to any Act of Congress relating to bankruptcy or any Act amendatory thereof, or shall be adjudicated a bankrupt, or shall make an assignment for the benefit of creditors or to an agent authorized to liquidate any substantial portion of its assets, or shall apply for or consent to or suffer the appointment of any receiver or trustee for it or a substantial portion of its property or assets, or an order shall be entered pursuant to any Acts of Congress relating to bankruptcy or to any Act amendatory thereof approving an involuntary petition in bankruptcy, or an order shall be entered appointing any receiver or trustee for the Company or any substantial portion of its property, or a writ or warrant of attachment or any similar process shall be issued against any of the property of the Company, or any of such property shall be levied upon or seized, and such order approving such a petition or appointing such a receiver or trustee is not voided, or such writ or warrant of attachment or similar process or such levy or seizure is not released or bonded within 10 days after its entry or after such levy, then and in every such event the Bank or its assignee shall immediately become or be entitled without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived, to declare the Note or the said collateral demand note due and payable, and the same shall thereupon forthwith become and be immediately due and payable.

14. No delay on the part of the Bank shall operate as a waiver of any right hereunder nor shall any single or partial exercise of any right, power or privilege hereunder preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein expressly specified are cumulative of and not exclusive of any rights or remedies which the Bank would otherwise have.

This agreement shall be binding upon and inure to the benefit of the Company and the

Bank, their respective successors and assigns.

WITNESS the due execution hereof, the day and year aforesaid.

Attest:

s/ Francis H. Urner,  
Ass't Secretary.

POTOMAC COACH LINES, INCORPORATED

By s/ Jack A. Bowers,  
President.

Attest:

s/ Robert W. Haley,  
Assistant Cashier.

MELLON NATIONAL BANK AND TRUST COMPANY,

By s/ A. Bruce Bowden,  
Assistant Vice President.

EXHIBIT 1

\_\_\_\_\_ Pittsburgh, Pennsylvania.  
\_\_\_\_\_, 19\_\_.

THE UNDERSIGNED, FOR VALUE RECEIVED, promises to pay to the order of Mellon National Bank and Trust Company, at its principal office, 514 Smithfield Street, Pittsburgh, Pennsylvania, \_\_\_\_\_ (\$\_\_\_\_\_) Dollars, lawful money of the United States of America, in instalments of principal beginning on the 15th day of February, 1950, and continuing on the 15th day of each successive month thereafter, until the entire principal amount hereof has been paid, the amount of each instalment of principal to be calculated as follows:

each such instalment to be in an amount equal to the monthly depreciation charge on such of the motor vehicles of the undersigned, or the replacements thereof, as the undersigned retains in its business, such monthly depreciation charge to be calculated in accordance with the terms of the Agreement, effective as of October 31, 1949, between the undersigned and Mellon National Bank and Trust Company to which reference is hereby made, together with interest on the unpaid balances of principal at the rate of 3% per annum payable monthly with each monthly instalment of principal beginning February 15, 1950.

In Addition to the monthly instalments of principal and interest above provided, the undersigned shall, within 90 days after the close of each fiscal year, make payments on account of the principal hereof in an amount equal to 50% of the net profits (after provision for all taxes) of the business of the undersigned for the preceding fiscal year, such net profits to be determined in accordance with generally accepted principles of accounting. All such payments so made shall be applied to the instalments due hereunder in the inverse order of their normal maturity.

This Note has been issued under and is subject to the terms and conditions of said Agreement, effective as of October 31, 1949, between the undersigned and Mellon National Bank and Trust Company. The maturity of this Note may be accelerated upon the happening of certain events of default as specified in said Agreement. The undersigned, under the terms of Paragraph 6 of said Agreement, is privileged to make certain optional prepayments and is required to make certain mandatory prepayments on account of the principal indebtedness evidenced hereby, such mandatory prepayments to be made in the event of the sale of a motor vehicle or vehicles. All such prepayments, whether optional or mandatory, shall be applied to the principal instalments due hereunder in the inverse order of their normal maturity.

This Note is secured by, and the holder hereof is entitled to the benefits of, a certain Deed of Trust, effective as of October 31, 1949, between the undersigned, on the one part and Edward W. Marsh and L. I. Rice, as Trustees, on the other part, to which reference is hereby made. Under the terms of said Deed of Trust said Trustees and their successors in Trust have acquired and will acquire title to certain motor vehicles, franchise permits, etc.,



for the benefit and security of the holder of this Note or any note evidencing in whole or in part a refunding of this Note.

This Note, and any note evidencing in whole or in part a refunding of this Note, is also secured by a pledge of all the issued and outstanding capital stock of the undersigned.

POTOMAC COACH LINES, INCORPORATED

Witness:

By \_\_\_\_\_ President.

By \_\_\_\_\_ Treasurer.

*For Partial Release of Deed of Trust see Mortgage Record Liber 230, folio 387.  
For Partial Release of Deed of Trust see Mortgage Record Liber 230, folio 547.  
For First Supplemental Deed of Trust see Mortgage Record Liber 232, folio 42.  
For Partial Release of Deed of Trust see Mortgage Record Liber 234, folio 181.  
For Partial Release of Deed of Trust see Mortgage Record Liber 234, folio 183.*

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Donald W. Thomas, et ux.

Chattel Mortgage.

To

Filed and Recorded October 28<sup>th</sup> 1949 at 8:30 A. M.

Aetna Finance Company

Loan No. CUM 1024 - Borrowers: Thomas, Donald W. and Leona -- 327 Bedford St., Cumberland  
(Last Name) (Addresses) (City)

Allegany - Maryland  
(County) (State)

Mortgage: Aetna Finance Company, 7. N. Liberty St., Cumberland, Maryland.

Date of this loan: 4/25/49 - Actual amount of this loan: \$300.00; First payment due - 6/6/49;  
Final payment due 1/6/51.

Payable: Principal and interest is payable in 20 monthly payments of \$20.16 each, except final payment shall be unpaid principal and interest.

Agreed rate of charge - 3% per month on the unpaid balance. (In the computation of interest a day shall be considered one-thirtieth of a month)

This chattel mortgage made on the date above stated between the borrowers named above as mortgagors (which term shall also relate to the singular wherever appropriate) and the mortgagee named above.

WITNESSETH: That in consideration of the actual amount of the loan above stated, paid to mortgagor by mortgagee, receipt of which is hereby acknowledged and for the purpose of securing the repayment of said loan with interest at the agreed rate as hereinbefore stated, the mortgagors do hereby grant, sell, convey and confirm unto the said mortgagee, the hereinafter described property which borrowers warrant to be their exclusive unencumbered property: To have and to hold the same unto the said mortgagee, its successors and assigns, forever.

Provided, however, if the said Mortgagors shall pay their note of even date in the amount loaned to the Mortgagor with interest at the agreed rate, payable in consecutive monthly payments stated above, on the same day of each succeeding month until the full obligation of said note is paid on the date of the final payment stated above, then this mortgage to be void, otherwise to remain in full force and effect.

The mortgagor may retain possession of the goods and chattels mentioned hereinafter as long as the payments on said note are made when due, as herein provided, and the covenants of this mortgage are fulfilled. If the mortgagor shall fail to pay any installment in payment of said note, as therein provided, or fail to perform any of the covenants hereof, then the mortgagee may take possession of said goods and chattels, as permitted by law, wherever

found, and sell the same in the manner provided by law at public or private sale. From the proceeds of any such sale or foreclosure, mortgagee shall retain all moneys due mortgagee and render the balance, if any, to mortgagors.

The unpaid balance of said note, or any part thereof, plus accrued interest, may at the option of the undersigned be paid at any time.

The remedy or remedies herein accorded mortgagee shall be in addition to, and not in limitation of any other right or remedy which the mortgagee shall have.

The Mortgagor acknowledges to have received from the mortgagee in connection with the loan herein mentioned, a statement in the English language showing the amount and date of the loan, the maturity thereof, the nature of the security for the loan, the name and address of the Mortgagor, the name and address of the Mortgagee, the rate of interest charged and the provisions of Section 15 of Article 58A of the Uniform small loan laws of Maryland.

Description of Mortgaged property:

1 davenport, 2 arm chairs, 1 radio, Philco; 1 lamp, floor, 1 studio couch, 1 rug, 9x12, 1 desk, 1 coffee table, 2 end tables, 1 sweeper, Hoover; 1 cabinet, 4 chairs, 1 refrigerator, Frigidaire; 1 table, 2 beds, walnut; 1 chiffonier, 1 dresser, 1 vanity, 2 rugs, 1 rug, 2 lamps.

In witness whereof, the mortgagors hereunto set their hands and seals the date of the Chattel Mortgage above set forth.

WITNESS: V. W. Washabaugh Leona M. Thomas (SEAL)  
WITNESS: V. W. Washabaugh Donald W. Thomas (SEAL)

STATE OF MARYLAND, CITY/COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 27th day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Donald W. Thomas & Leona, his wife, the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be -- act. And, at the same time, before me also personally appeared J. H. Bleimeyer agent for the within named Mortgagee and made oath in due form of law, that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the mortgagee and duly authorized by said mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Eugenia A. Spano, Notary Public.

*For value received The Aetna Finance Company hereby releases within the foregoing chattel mortgage. Witness the signature of said company by its Manager, attested by Secretary this 1st day of December, 1949.  
Ray White  
Manager  
Secretary*

12/21/49.

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Chattel Mortgage.

Albert R. Bowman

Filed and Recorded November 3<sup>rd</sup> 1949 at 8:30 A. M.

To

North American Acceptance Corporation of Maryland.

THIS CHATTEL MORTGAGE, Made this 29<sup>th</sup> day of October, 1949, by Bowman, Albert R., Rt. 3, Keyser, of the city/county of Allegany, State of Maryland, hereinafter called "Mortgagor," to North American Acceptance Corporation of Maryland, a body corporate, 61 N. Centre Street, Cumberland, Maryland, hereinafter called "Mortgagee."

WITNESSETH: That for and in consideration of the sum of Thirty Dollars (\$30.00), the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged,



Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular. Any reference herein to mortgagee shall be deemed to include any successors or assigns of mortgagee.

IN TESTIMONY WHEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS: Glen R. Chappell

William D. Trozzo (SEAL)

WITNESS: P. Shuck

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 26<sup>th</sup> day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared William D. Trozzo, the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be his act. And, at the same time, before me also personally appeared G. R. Chappell, agent for the within named mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Daisy V. Aldridge, Notary Public.

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Althea Yenshaw

Mortgage

To

Filed and recorded November 3<sup>rd</sup> 1949 at 8:30 A. M.

Fidelity Savings Bank of Frostburg

(Stamps 55¢).

THIS MORTGAGE, made this 2nd day of November, 1949, by and between Althea Yenshaw, widow, of Frostburg, in the State of Maryland, Mortgagor, and The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, Mortgagee.

WHEREAS, the said Mortgagor -- justly indebted unto the Mortgagee in the full and just sum of Five Hundred Eighty-Six and 42/100 -- (\$586.42) which is to be repaid in eighteen consecutive monthly installments of \$33.00 each, beginning one month from the date hereof, at the office of the said Mortgagee:

NOW THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said Mortgagor do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground and premises located in Frostburg, Allegany County, Maryland, known as 48 Linden Street, and more fully described in a Deed from James D. Beach and others, dated May 9, 1941, recorded among the Land Records of Allegany County, Md., Liber 191, Folio 89.

TOGETHER with the buildings and improvements thereupon, and the rights, alloys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, its successors and assigns, forever, provided that if the said Mortgagor, his heirs, executors, administrators or assigns, does and shall pay or cause to be paid to the said Mortgagee, its successors and assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime, does and shall

perform all the covenants herein on -- part to be performed, then this mortgage shall be void.

AND, it is agreed that until default be made in the premises the said Mortgagor may retain possession of the mortgaged property, upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and interest thereon said Mortgagor hereby covenants to pay when legally demandable.

AND the said Mortgagor further covenants to keep the improvements on the said mortgaged property fully insured against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent, are hereby empowered at any time thereafter to sell the said property, or so much thereof as may be necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns; which sale shall be made as follows: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to apply: first, to the payment of all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the party making said sale; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the mortgagor, his heirs or assigns, and in case of advertisement but no sale, one-half of the above commission shall be paid by the mortgagor, -- representatives, heirs or assigns.

Witness my hand and seal.

Althea Yenshaw (SEAL)

Attest Rachel Knieriem

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 2nd day of November, 1949, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Althea Yenshaw, the mortgagor named in the foregoing mortgage and did acknowledge the foregoing mortgage to be her act. At the same time also appeared William B. Yates, Treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth.

As Witness my hand and Notarial Seal.

Rachel Knieriem, Notary Public.

(Notarial Seal)

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Mortgage.

Anthony J. Cioni, et ux.

Filed and Recorded November 3<sup>rd</sup> 1949 at 2:20 P. M.

To

Liberty Trust Company

VA form 4-6318a (Home Loan) August 1946. Use Optional, Servicemen's Readjustment Act (38 U.S.C.A. 694 (a)). Acceptable to RFC Mortgage Co. MARYLAND - MORTGAGE.

This Mortgage, made this 2nd day of November, A. D., 1949, by and between Anthony J.



Cioni and Regina M. Cioni, his wife, of Cumberland, in the State of Maryland, hereinafter called the Mortgagor, and a corporation organized and existing under the laws of the State of Maryland hereinafter called the Mortgagee. THE LIBERTY TRUST COMPANY, A CORPORATION, OF CUMBERLAND, MARYLAND.

Whereas, the mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, in the principal sum of Six Thousand Dollars (\$6,000.00), with interest from date at the rate of Four per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Liberty Trust Company, in Cumberland, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the mortgagor in monthly installments of Sixty and 78/100 Dollars (\$60.78), commencing on the first day of December, 1949, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of November, 1959. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00) whichever is less.

AND WHEREAS, this mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, this mortgage witnesseth, that in consideration of the premises and the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all the following described property in Allegany County, in the State of Maryland, to-wit:

All that certain piece or parcel of ground situate, lying and being on the Southeasterly side of Bedford Street, in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at a point on the Southeasterly side of Bedford Street, distant North 35 degrees 37 minutes East 27 feet from the Northeast intersection of Victoria Street and Bedford Street, and running thence with said Southeasterly side of Bedford Street, North 35 degrees 37 minutes East 24.5 feet; thence south 50 degrees 33 minutes East 75 feet; thence South 55 degrees East 61.5 feet to the Northwesterly side of an alley; thence with said alley South 41 degrees 15 minutes West 17.2 feet; thence North 59 degrees 57 minutes West 60 feet; thence North 52 degrees 17 minutes West 75 feet to the place of beginning.

Being the same property conveyed by Willard J. Pritt, widower, to Anthony J. Cioni and Regina M. Cioni, his wife, by deed dated the -- day of November, 1949, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a purchase money mortgage.

Together with all buildings and improvements now and hereafter on said land, and the rents, issues and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned;

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, forever in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges and commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor, divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(II) interest on the mortgage debt secured hereby; and

(III) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of the installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of payments actually made by the mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee, stating the amount of the deficiency, which notice may be given by mail. If at any time the mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the



amount of the indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining in the funds accumulated under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof, secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the mortgagee. In default of such payment by the mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from the date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain fire and such other hazard insurance as the Mortgagee may require on the improvements now or hereafter on said premises, but shall not be required to maintain amounts in excess of the aggregate unpaid indebtedness secured hereby, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the

mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the security for the mortgage debt. Until there is a default under this mortgage, the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of sixty days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said mortgagee, its successors and assigns, or George R. Hughes, its attorney or agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Allegany County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first to the payment of all expenses incident to such sale, including a counsel fee of fifty dollars (\$50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; second, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; third to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

And the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage, and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Allegany County in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with, unless; prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns, of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include







acceptable to the Mortgagee, her heirs or assigns, the improvements on the hereby mortgaged premises to the amount of at least Eight Hundred (\$800.00) Dollars and to cause the policy or policies issued therefor to be so framed or indorsed as in case of fire to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of her or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the mortgagee may effect such insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

Witness: Thomas N. Berry

John E. Blonskey (SEAL)

Thomas N. Berry

Hazel I. Blonskey (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HERBY CERTIFY, that on this 3rd day of November, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John E. Blonskey and Hazel I. Blonskey, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Lula May Blonskey, the within named mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Thomas N. Berry, Notary Public.

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Jennings W. Beery, et ux.

Mortgage

To

Filed and Recorded November 7<sup>th</sup> 1949 at 2:40 P. M.

Liberty Trust Company of Cumberland, Md.

(Stamps \$2.20).

This mortgage, made this 7th day of November, in the year nineteen hundred and forty-nine, by and between Jennings W. Beery and Helen W. Beery, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee. WITNESSETH:

Whereas, the said Jennings W. Beery and Helen W. Beery, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Twenty-Two Hundred (\$2200.00) dollars payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of the The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

now therefore, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Jennings W. Beery and Helen W. Beery, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situated in Cumberland, Allegany County, State of Maryland, known as Lot No. 207 of the Cumberland Improvement and Investment Company's Southern Addition to said City, and which said lot is more particularly described as follows:

BEGINNING on the East side of Arch Street, at the end of the first line of Lot No. 206, and running thence with Arch Street, South 18 degrees 34 minutes West 40 feet, then South 71 degrees 26 minutes East 100 feet to the West side of Hattie Alley, then with said Alley, North 18 degrees 34 minutes East 40 feet to the end of the second line of Lot No. 206, and with said line reversed, North 71 degrees 26 minutes West 100 feet to the beginning.

It being the same property which was conveyed to the Mortgagors by John E. Beery and Clara H. Beery, his wife, by deed dated July 14, 1947, and recorded in Liber 216, Folio 215, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple, forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of twenty-two hundred (\$2200.00) dollars, together with the interest thereon, when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property, without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors or assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half



of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least twenty-two hundred - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns of the respective parties thereto.

WITNESS, the hand and seal of said Mortgagor.

Attest: Thomas L. Keech

Jennings W. Beery (SEAL)

Helen W. Beery (SEAL)

STATE OF MARYLAND,  
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 7th day of November, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Jennings W. Beery and Helen W. Beery, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named Mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner, make oath that he is the president, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

\*\*\*\*\*

Charles E. Cage

Chattel Mortgage

To

Filed and Recorded October 29<sup>th</sup> 1949 at 8:30 A.M.

The Second National Bank of Cumberland

P 2990

Know All Men by These Presents:

That Charles E. Cage of 117 5th Street, Cumberland, Maryland County of Allegany, State of Maryland, hereinafter referred to as Mortgagor, in consideration of \$300.00 DOLLARS, to in hand paid by The Second National Bank of Cumberland, receipt of which is hereby acknowledged, has granted, sold, transferred and set over, and by these presents does hereby grant, bargain, sell, assign and transfer to The Second National Bank of Cumberland, hereinafter referred to as Mortgagee, its successors, or assigns, the goods, chattels, and personal property owned by Mortgagor, and in Mortgagor's possession, at Maryland, in aforesaid County, described as follows, to wit:

| Make | Serial No.  | Motor No. | Model     | Year | New or Used | Will Car Be Used For Pleasure, Business, Taxicab or Hire? | Type of Body | If Truck, Truck Questionnaire Must Be Attached | List Price P. O. B. Factory |
|------|-------------|-----------|-----------|------|-------------|-----------------------------------------------------------|--------------|------------------------------------------------|-----------------------------|
| Ford | 12KA11-3542 | B-110877  | Spc. Dlx. | '40  | U           |                                                           |              |                                                |                             |

Dining Room, Radio

TO HAVE AND TO HOLD the same unto said Mortgagee, its successors and assigns, forever, provided nevertheless that if the said Mortgagor shall well and truly pay or cause to be paid to said Mortgagee, its successors, assigns or authorized agents at its or their regular place of business in accordance with the terms of his promissory note bearing even date herewith, signed by Mortgagor, payable to Mortgagee or order, the sum of 322.00 DOLLARS, which includes charges of \$22.00, in equal successive monthly installments of \$26.33 each, the first installment payable one (1) month after date, balance of installments payable on even date or each succeeding month thereafter, until the principal amount of this Mortgage is fully paid, and any renewals of the same, or any part thereof, together with interest after maturity at the highest legal contract rate until paid and shall punctually and faithfully perform each, all and every the covenants, stipulations and agreements herein contained on his part to be performed, then this instrument shall be void, otherwise to remain in full force and effect. It is agreed that said note may be detached for collection purposes.

Said Mortgagor further promises that he will use said goods and chattels with reasonable care, skill and caution, and keep same in good repair, without any liability on the Mortgagee and under shelter, and will not permit the same to be damaged, injured or depreciated, and will not attempt to sell, assign or dispose of said goods and chattels, or any interest therein, or remove or permit the same to be removed from the county wherein he, she, it, resides without the written consent of said Mortgagee, and will not encumber or permit any encumbrance or lien of any character whatsoever against the same; and that he will pay all taxes that may be levied against said goods and chattels, this instrument or the indebtedness secured hereby.

Mortgagor covenants that he exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or Conditional Sale Agreement covering the same, except None (if none so state). Mortgagor further covenants that he will not use or cause or permit to be used the Car herein mentioned for the transportation of liquor, wines or any other beverage, for personal or commercial use, prohibited by any Federal or State statute to be transported, and it is hereby agreed that should the Car, hereinbefore described be used for such purpose or any other unlawful purpose, it shall be considered as a default under the mortgage, whether or not, there shall be a default under any other terms or conditions hereof, which shall entitle the holder hereof to immediate and continued possession, by replevin or otherwise, of the Car herein described.

Mortgagor shall keep said goods, chattels and personal property insured against fire, theft and all physical damage payable to and protecting Mortgagee for not less than the total amount owing on said note until fully paid. Mortgagee may place any or all of said insurance at Mortgagor's expense, if Mortgagee so elects. Mortgagee may cancel any or all of such insurance at any time and shall receive the return premium, if any, therefor.



Joseph A. Spooler et al  
To  
The Liberty Trust Company, 32 N. Liberty Street  
Cumberland, Md.

Filed and Recorded November 12<sup>th</sup> 1949 at 10:55 A.M.

Chattel Mortgage

THIS PURCHASE MONEY CHATTEL MORTGAGE, made this 9th day of November 1949, by and between Joseph A. Spooler and Eunice V. Spooler of Allegany County, Maryland, party of the first part, and THE LIBERTY TRUST COMPANY, a banking corporation duly incorporated under the laws of the state of Maryland, party of the second part.

## WITNESSETH:

WHEREAS the said party of the first part is justly indebted unto the said party of the second part in the full sum of One Thousand Five Hundred Fifty Dollars & 82/100 (\$1,550.82) payable one year after date hereof, together with interest thereon at the rate of FIVE per cent (5) per annum, as is evidenced by the promissory note of the said party of the first part of even date and tenor herewith, for said indebtedness, together with interest as aforesaid said party of the first part hereby covenants to pay to the said party of the second part, as and when the same shall be due and payable.

NOW THEREFORE, This Chattel Mortgage witnesseth that in consideration of the premises and of the sum of one Dollar (\$1.00) the said party of the first part does hereby bargain, sell, transfer, and assign unto the said party of the second part, its successors and assigns following described personal property:

1950 Buick 2 Door Sedan Model 46 S, Engine # 56436754 Serial # 15431143

TO HAVE AND TO HOLD the above mentioned and described personal property to the said party of the second part, its successors and assigns, forever.

Provided, however, that if the said Joseph A. Spooler and Eunice V. Spooler shall well and truly pay the aforesaid debt at the time herein before set forth, then this Chattel Mortgage shall be void.

The said party of the first part covenants and agrees with the said party of the second part in case default shall be made in the payment of the said indebtedness, or if the party of the first part shall attempt to sell or dispose of the said property above mortgaged, or any part thereof, without the assent to such sale or disposition expressed in writing by the said party of the second part, or in the event the said party of the first part shall default in any agreement covenant or condition of the mortgage, then the entire mortgage debt intended to be secured hereby shall become due and payable at once, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns, or William C. Walsh, its duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises where the aforesaid automobile may be or be found, and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her, or their assigns, which said sale shall be made in manner following to wit: by giving at least ten days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale shall be applied first to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance to pay the same over to the said Joseph A. Spooler, Eunice V. Spooler their personal representatives and assigns, and in the case of advertisement under the above power but not sale, one-half of the above commission shall be allowed and paid by the mortgagor, his personal representatives or assigns.

And it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the said party of the first part may remain in possession of the above mortgaged property.

WITNESS the hand and seal of the said mortgagor this 9th day of November, 1949 .  
Catherine Deffenbaugh Joseph A. Spooler (SEAL)  
Eunice V. Spooler (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, THAT ON THIS 9th day of November, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Joseph A. Spooler and Eunice V. Spooler the within mortgagor and acknowledged the foregoing Chattel Mortgage to be his act and deed, and at the same time before me also appeared Charles A. Piper, President of the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the President of the within named mortgagee, and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.  
(Notarial Seal)  
My Commission Expires: May 7, 1951.

James McSorley  
Notary Public

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Helen E. Paris et vir  
To  
The Second National Bank of Cumberland, Maryland

Filed and Recorded November 8<sup>th</sup> 1949 at 2:00 P.M.

Mortgage  
(Stamps \$1.10)

**This Mortgage,** Made this 8th day of November  
in the year Nineteen Hundred and Forty-nine, by and between  
Helen E. Paris and Gerald A. Paris, her husband,  
of Allegany County, in the State of Maryland  
parties of the first part, and The Second National Bank of Cumberland, Maryland, a banking corporation duly incorporated under the laws of the United States,  
of Allegany County, in the State of Maryland  
part y of the second part, WITNESSETH:

Whereas the parties of the first part are justly indebted unto the party of the second part in the full and just sum of Fourteen Hundred Dollars (\$1,400.00) this day loaned the parties of the first part by the party of the second part, and which is to be repaid with interest at 5% per annum, in payments of not less than Thirty-five (\$35.00) dollars per month, to be applied first to interest and the balance to principal. The first of said payments to be due and payable on month from the date hereof and to continue monthly until the amount of principal and interest is paid in full.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors or

heirs, assigns, the following property, to-wit:

All that lot or parcel of ground lying on the North side of George's Creek on Douglas Avenue in the Town of Lonaconing, Allegany County, Maryland, described as follows:

BEGINNING at a stake bearing North 69 degrees West 75 feet from the end of the first line of a lot heretofore deeded to Alexander Sloan by deed dated August, 1869, and running thence North 39 degrees West 60 feet, thence South 51 degrees West 125 feet, thence South 39 degrees East 60 feet, thence by a straight line to the point of beginning.

BEING the same property which was conveyed to the parties of the first part by George L. Eichhorn (widower) and Irene B. Eichhorn (widow) by deed dated August 21, 1943, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 197, folio 137, in which deed the said grantors retained and reserved unto themselves a life estate with the full use of said property; the interests of the parties of the first part herein being a fee simple title as remaindermen subject to said life estates.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors

or assigns, the aforesaid sum of Fourteen Hundred (\$1,400.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.



And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or

~~assigns, or~~ William M. Somerville, its his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Fourteen Hundred (\$1,400.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors ~~or~~ assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest Angela W. McClure  
Angela W. McClure

Helen E. Paris (Seal)

Gerald A. Paris (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 8th day of November

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Helen E. Paris and Gerald A. Paris, her husband,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared John H. Mosner, Cashier of The Second National Bank of Cumberland, Cumberland, Md. the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.  
(Notarial Seal)

Joseph F. Stakem

Notary Public

James W. Beacham et ux

To  
May Blosser

Filed and Recorded November 8<sup>th</sup> 1949 at 2:15 P.M.

Mortgage

(Stamps \$6.60)

This Mortgage, Made this 1st day of November

in the year Nineteen Hundred and forty-nine, by and between

James W. Beacham and Marguerite L. Beacham, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and May Blosser

of Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, the parties of the first part are justly indebted unto the party of the second part in the full sum of Six Thousand Dollars (\$6,000.00) which was this day advanced by the party of the second part to the parties of the first part in the form of a mortgage loan; and WHEREAS, said sum of Six Thousand Dollars (\$6,000.00) is payable by the parties of the first part to the party of the second part, three years from the date hereof, together with interest thereon at the rate of 5% per annum, payable semi-annually, and with the privilege to the parties of the first part of paying off all or any part of the principal mortgage indebtedness at any interest paying period.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, her

heirs and assigns, the following property, to-wit: An undivided one-half interest in and to all that lot or parcel of ground situated at the Northeastly corner of Greene and Johnson Streets in the City of Cumberland, Allegany County, Maryland, known as part of Original Town Lot Number Thirty-three, and particularly described as follows, to-wit:

BEGINNING for the same at the intersection of the Northerly side of Greene Street with the Easterly side of Johnson Street and running thence with the Northerly side of Greene Street, South 82 degrees and 44 minutes East 30 feet; thence at right angles to said street, North 7 degrees and 16 minutes East 84 feet to the third line of the lot conveyed by Sarah H. Hamilton to David P. Miller, by deed dated June 20th, 1908, and recorded in Liber No. 103, folio 249 of the Land Records of Allegany County, Maryland, and running thence with the third line of said lot as corrected, North 82 degrees and 44 minutes West 30 feet to the Easterly side of Johnson Street, and with it, South 7 degrees and 16 minutes West 84 feet to the place of beginning.

BEING part of the property devised unto the said James W. Beacham by Emma B. Ludwig by her Last Will and Testament dated May 14, 1937, probated in the Orphans' Court for Allegany County, Maryland, on February 13, 1948, and recorded in the Office of the Register of Wills of said County in Wills Liber "W" folio 37.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, her heirs

executors, administrators or assigns, the aforesaid sum of Six Thousand Dollars (\$6,000.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered by  
To Notary - 12 W. Beacham & Co.  
Nov 15 1949



And it is Agreed that until default be made in the premises, the said parties of the first part, their heirs and assigns, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, her

heirs, executors, administrators and assigns, or Lewis M. Wilson, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their personal representatives heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, s, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand and 00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of her or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s

|               |                              |
|---------------|------------------------------|
| Attest        | James W. Beacham (Seal)      |
| Phyllis Feaga | Marguerite L. Beacham (Seal) |
|               | (Seal)                       |
|               | (Seal)                       |

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 1st day of November

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared James W. Beacham and Marguerite L. Beacham, his wife

and they acknowledged the foregoing mortgage to their respective act and deed; and at the same time before me also personally appeared May Elosser

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Phyllis Feaga

Notary Public

Nellie F. Keidel

Jonas C. Dively et ux

Filed and Recorded November 8<sup>th</sup> 1949 at 9:00 A.M.

Mortgage

(Stamps \$2.20)

This Mortgage,

Made this 31st day of October

in the year Nineteen Hundred and Forty Nine, by and between Nellie F. Keidel (widow)

of Allegany County, in the State of Maryland

part y of the first part, and Jonas C. Dively and Kathryn M. Dively his wife,

of Allegany County, in the State of Maryland

part ies of the second part, WITNESSETH:

Whereas, the party of the first part is indebted unto the parties of the second part in the full and just sum of \$2300.00 to be repaid with interest at the rate of three per cent per annum, computed annually on unpaid balances, said principal together with the interest accruing thereon being due and payable one year from the date of these presents, to secure which said principal together with the interest accruing thereon these presents are executed.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Nellie F. Keidel

does give, grant, bargain and sell, convey, release and confirm unto the said

Jonas C. Dively and Kathryn M. Dively, his wife, their heirs and assigns, the following property, to-wit: as tenants by the entireties

All that lot, tract, part or parcel of land lying and being on the easterly side of Cash Valley Road in LaVale, Allegany County, Maryland, said parcel being more particularly described as follows, to wit:

Beginning for the same at a shellbark hickory tree near a fence post at the easterly side of said road leading through Cash Valley, it being at the end of the fence line between the property of Mrs. Margaret Bishop and the property herein mentioned and conveyed, and running then with said fence line and said line extended South 55 degrees 20 minutes East 443 feet to a stake, then North 32 degrees East 295 feet to a stake, then North 55 degrees 20 minutes West 443 feet to the easterly side of aforesaid Cash Valley Road, and then with said road South 32 degrees West 295 feet to the place of beginning, containing 3 acres.

Being the same property which was conveyed unto George L. Keidel and Nellie F. Keidel, his wife, by deed of William J. Grimes et ux dated April 5, 1920, which is recorded in Liber 132 Folio 376, one of the Land Records of Allegany County, Maryland, the said George L. Keidel now being deceased leaving the said Nellie F. Keidel as sole owner by operation of law, Excepting therefrom that .346 acre parcel which was conveyed by Nellie F. Keidel et al to James M. Bridges et ux dated July 12, 1946, which is recorded in Liber 210, Folio 135, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Nellie F. Keidel her

heirs, executors, administrators or assigns, do and shall pay to the said Jonas C. Dively and Kathryn M. Dively, his wife, their

executors, administrators or assigns, the aforesaid sum of Two Thousand Three Hundred (\$2300.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered  
To Mr. J. C. Dively  
Nov 15 1949



And it is Agreed that until default be made in the premises, the said

Nellie F. Keidel

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Nellie F. Keidel

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

Jonas C. Dively and Kathryn M. Dively his wife, their

heirs, executors, administrators and assigns, or Harry I. Stegmaier his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Nellie F. Keidel, her

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, her representatives, heirs or assigns.

And the said Nellie F. Keidel

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Thousand Three Hundred (\$2300.00)

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee s, or the mortgagee s may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

Harry I. Stegmaier

Nellie F. Keidel

(Seal)

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 31st day of October

in the year nineteen hundred and forty nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Nellie F. Keidel (widow)

and she acknowledged the foregoing mortgage to be her act and deed; and at the same time before me also personally appeared Jonas C. Dively and Kathryn M. Dively, his wife, the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Edith Holier

Notary Public

Naomi E. Fair et vir

Filed and Recorded November 9<sup>th</sup> 1949 at 10:30 A.M.

Mortgage

The First National Bank of Mount Savage, Maryland

**Chia Mortgage**

PURCHASE MONEY, Made this 1st day of November

in the year Nineteen Hundred and forty-nine

, by and between

Naomi E. Fair and Albert A. Fair, her husband,

of Allegany

County, in the State of Maryland

parties of the first part, and The First National Bank of Mount Savage, Maryland, a national banking corporation,

of Allegany

County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, the parties of the first part are firmly indebted unto the said The First National Bank of Mount Savage, Maryland, in the full and just sum of One Thousand Dollars (\$1000.00) as evidenced by their joint and several promissory note for said amount of money and of even date and tenor herewith payable, one year after date, to the order of the party of the second part together with interest thereon at the rate of six per cent (6%) per annum, payable semi-annually and which said sum of money together with the interest thereon as aforesaid the said parties of the first part covenant to pay as and when the same shall be due and payable.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said The First National Bank of Mount Savage, Maryland, its successors and assigns,

~~the following property, to-wit:~~

All that lot, piece or parcel of land situated, lying and being in Mount Savage, Allegany County, Maryland, and known as Lot No. 54 and more particularly described as follows, to wit: BEGINNING at the end of the third line of Lot No. 53 and running North 23 degrees west 165 feet, North 51 degrees East 66 feet, South 23 degrees East 165 feet, thence by a straight line to the place of beginning.

IT BEING the same property conveyed to the parties of the first part by Matthew J. Mullaney, Trustee, by deed dated the 4th day of November, 1949, and recorded among the Land Records of Allegany County, Maryland, at the same time as the recordation of these presents; said deed, though dated as above, was delivered at the same time as the delivery of this mortgage, both being part of one simultaneous transaction and the mortgage being given to secure the purchase price for the property herein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said

The First National Bank of Mount Savage, Maryland, its successors

~~or assigns, the aforesaid sum of One Thousand Dollars (\$1,000.00)~~

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered  
To: Mrs. M. J. Mullaney  
Nov 15-19 49



*And it is Agreed* that until default be made in the premises, the said

parties of the first part \_\_\_\_\_  
 \_\_\_\_\_ may hold and possess the aforesaid property, upon paying in  
 the meantime, all taxes, assessments and public liens levied on said property, all which taxes,  
 mortgage debt and interest thereon, the said  
 parties of the first part \_\_\_\_\_  
 hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

The First National Bank of Mount Savage, Maryland, its successors or assigns,

~~beirs, executors, administrators and assigns of~~ Matthew J. Mullaney its  
~~and, as co-trustees, duly constituted attorney or agent,~~ are hereby authorized and empowered, at  
any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,  
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs  
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty  
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-  
land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising  
from such sale to apply first to the payment of all expenses incident to such sale, including all  
taxes levied, and a commission of eight per cent. to the party selling or making said sale;  
secondly, to the payment of all moneys owing under this mortgage, whether the same shall have  
been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their \_\_\_\_\_ heirs or assigns, and  
in case of advertisement under the above power but no sale, one-half of the above commission  
shall be allowed and paid by the mortgagor s, their \_\_\_\_\_ representatives, heirs or assigns.

And the said parties of the first part

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least \_\_\_\_\_

One Thousand Dollars (\$1,000.00) DeKorax  
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of  
fires, to inure to the benefit of the mortgagee, its successors ~~heirs~~ or assigns, to the extent  
of --- their lien or claim hereunder, and to place such policy or policies forth-  
with in possession of the mortgagee, or the mortgagee may effect said insurance and collect  
the premiums thereon with interest as part of the mortgage debt.

**Witness,** the hand s and seal s of said mortgagors

Attest

Mary T. Reagan

Naomi E. Fair

(Seal)

Albert A. Fair

—(—) —

—(Seal)

(Seal)

—(3641)

—(Seal)

State of Maryland.

**Alleghany County, to wit:**

I hereby certify, That on this 1st day of November

in the year nineteen hundred and forty-nine, before me, the subscriber  
a Notary Public of the State of Maryland, in and for said County, personally appeared  
Naomi E. Fair and Albert A. Fair, her husband,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared L.A.Fannon, Cashier of The First National Bank of Mount Savage, Maryland, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and he further made oath in due form of law that he, the cashier of said bank, is duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) Mary T. Deagan

Notary Public

Milton H. Diggins  
to  
The Second National Bank of Cumberland

Filed and Recorded November 9<sup>th</sup> 1949 at 2:30 P.M.

## Mortgage

**This Mortgage**, Made this 8th day of November  
Purchase Money  
in the year Nineteen Hundred and Forty Nine, by and between  
Milton H. Diggins (single)

of Allegany County, in the State of Maryland  
part Y of the first part, and The Second National Bank of Cumberland, a national banking  
corporation with its principal place of business in Cumberland.

of Allagany County, in the State of Maryland  
part y of the second part. WITNESSETH:

Whereas, the party of the first part is indebted unto the party of the second part in the full and just sum of Four Thousand Four Hundred (\$4,400.00) Dollars to be repaid with interest at the rate of 4% per annum, computed monthly on unpaid balances, said indebtedness to be amortized over a 15 year period by the payment of at least \$32.55 monthly, the first monthly payment of principal and interest being due and payable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payment being first applied to the accrued interest and the balance to the principal, to secure which said principal together with the interest accruing thereon these presents are executed. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00) whichever is less.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof together with the interest thereon, the said Milton H. Diggins

do es give, grant, bargain and sell, convey, release and confirm unto the said  
The Second National Bank of Cumberland, its successors,

~~hereby~~ and assigns, the following property, to-wit:  
 All that certain piece or parcel of ground situated on the westerly side of Carroll Street in the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows, to wit:  
 Beginning for the same at a point on the westerly side of Carroll Street distant South 12 degrees 22 minutes West 150.5 feet from the southwesterly intersection of Magruder Street and Carroll Street, and running then with said westerly side of Carroll Street, and a part of the westerly lines of Lots Nos. 304 and 305 of the Rose Hill Estate, as filed in No. 1674 Equity in the Circuit Court for Allegany County, and recorded in Plat Case No. 38 of the Land Records of Allegany County, Maryland, South 12 degrees 22 minutes West 26.5 feet, then in a line crossing Lot No. 305 of said Rose Hill Estate North 77 degrees 38 minutes West 109 feet to the easterly side of Juniper Alley, then with said alley North 12 degrees 22 minutes East 26.5 feet, and then in a line crossing said Lot No. 304 South 77 degrees 38 minutes East 109 feet to the place of beginning.

Being the same property which was conveyed unto the party of the first part by deed of Earle L. Bracey et al of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

*Together* with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

*Provided*, that if the said Milton E. Diggins, his  
heirs, executors, administrators or assigns, do and shall pay to the said  
The Second National Bank of Cumberland, its successors,

The Second National Bank of Cumberland, its successors,  
or assigns, the aforesaid sum of Four Thousand Four Hundred (\$4400.00) Dollars  
together with the interest thereon, as and when the same shall become due and payable, and in  
the meantime do and shall perform all the covenants herein on his part to be  
performed, then this mortgage shall be void.



And it is Agreed that until default be made in the premises, the said

Milton H. Diggins

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Milton H. Diggins

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

The Second National Bank of Cumberland, its successors,

and assigns, or Harry I. Stegmaler his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Milton H. Diggins his

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor his representatives, heirs or assigns.

And the said Milton H. Diggins

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its

assigns, the improvements on the hereby mortgaged land to the amount of at least

Four Thousand Four Hundred (\$4400.00)

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors heirs or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

Angela W. McClure

Milton H. Diggins (Seal)

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 8th day of November

in the year nineteen hundred and forty nine, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

Milton H. Diggins (single)

and he acknowledged the foregoing mortgage to be his act and deed; and at the same time before me also personally appeared Joseph M. Naughton, President of the Second National Bank of Cumberland the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Chas. E. Shaw

Notary Public

M. C. Perrin

To James E. Perrin et ux

Filed and Recorded November 9" 1949 at 2:25 P.M.

Mortgage

(Stamps \$ .55)

This Mortgage,

Made this 9th day of November

in the year Nineteen Hundred and Forty Nine

, by and between

M. C. Perrin widower,

of Allegany

County, in the State of Maryland

part y of the first part, and James E. Perrin and Bessie M. Perrin his wife

of Allegany

County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the party of the first part is now indebted to James E. Perrin and Bessie M. Perrin, his wife, as tenants by the entireties, in the full and just sum of Six Hundred (\$600.00) Dollars, payable on or before one year after date with interest at the rate of 5% per annum, payable semi-annually.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part

do es give, grant, bargain and sell, convey, release and confirm unto the said

parties of the second part, their

heirs and assigns, the following property, to-wit: All those lots known as Nos 31 and 32 as shown on the amended plat of Bowman's Cumberland Valley Addition which are described in one parcel as follows:

Beginning at a point on the Southerly side of Ore Street at the end of the first line of Lot No. 30 and running thence with the Southerly side of said Street, North 49 degrees 35 minutes West 80 feet; thence South 40 degrees 25 minutes West 246 feet, more or less, to the division line between the land of Winner Bowman and George A. Martin; thence with said division line in an Easterly direction 80 feet more or less to the end of the second line of Lot No. 30; thence reversing said line, North 40 degrees 25 minutes East 248 feet, more or less, to the beginning.

Being the same property described and conveyed as "First" in the deed from Charlee H. Perrin et ux to M.C. Perrin dated June 9, 1939 and recorded in Liber No. 184 folio 398 one of the Land Records of Allegany County, Maryland, reference to said deed is hereby made for a further description.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, his

heirs, executors, administrators or assigns, do and shall pay to the said

parties of the second part, their

executor, administrator or assigns, the aforesaid sum of Six Hundred (\$600.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

Compared and Mailed & Delivered  
To Notary to be returned to C. E. Shaw  
Nov 15 1949



And it is Agreed that until default be made in the premises, the said party of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Wilbur V. Wilson, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

party of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor his representatives, heirs or assigns.

And the said party of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least

Six Hundred (\$600.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

Robert P. Stakem

M. C. Perrin (Seal)

(Seal)

(Seal)

(Seal)

State of Maryland.

Allegany County, to wit:

I hereby certify, That on this 9th day of November

in the year nineteen hundred and forty nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

M. C. Perrin widower

and acknowledged the foregoing mortgage to be his act and deed; and at the same time before me also personally appeared C. Eugene Perrin Agent for

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the Agent for the said mortgagee and duly authorized by them to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

James A. Perrin  
Notary Public

Earle L. Bracey et ux

Filed and Recorded November 9<sup>th</sup> 1949 at 3:40 P.M.

Mortgage

Charles W. Yergan et ux

This Mortgage

Made this 9th day of November

in the year Nineteen Hundred and Forty-Nine

by and between

Earle L. Bracey and Edith Cooper Bracey, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and

Charles W. Yergan and Grace S. Yergan his wife,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the said parties of the second part in the just and full sum of Fifty-Seven Hundred Dollars (\$5700.00) as is evidenced by their joint and several promissory note for said sum of money, payable to the order of the said parties of the second part one year after date, with interest from date at the rate of Six Per Centum (6%) per annum, payable quarterly; in addition to said interest said parties of the first part are to pay no less than the sum of One Hundred and Fifty Dollars (\$150.00) quarterly on the principal amount of this indebtedness, the first of said payments to be made three (3) months after date and thereafter each and every quarter until said full amount, together with interest thereon, are fully paid.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All that lot, piece or parcel of land situate, lying and being along the Southerly side of Bedford Street Extended, in the City of Cumberland, Allegany County and State of Maryland, and being Lot Number 100 and the Southerly one-half or 25 feet of Lot Number 101 of Schlund's Addition to the City of Cumberland, and which said Lot Number 100 and the Southerly half or 25 feet of Lot Number 101 is described as a whole as follows, to-wit:

BEGINNING for the same at a point along the Southerly side of Bedford Street, Extended, at the end of 200 feet on a line drawn North 49 degrees 50 minutes East from the end of the first line of that property which was conveyed by Walter P. Schlund et al. Executors, to Allen Dadisman, et ux by deed dated November 10, 1939, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 175, Folio 125, it being also at the end of the first line of Lot Number 99 of said Addition which said Lot No. 99 was conveyed by Walter P. Schlund et al. Executors to M. L. McGee, and running thence along and with the Southerly side of Bedford Street, Extended, by measuring 25 feet Southerly and at right angle from the center of the hard surface road as now travelled, North 49 degrees 50 minutes East 75 feet thence at right angles to said Bedford Street Extended South 40 degrees 10 minutes East 200 feet, thence with a line parallel to aforesaid Bedford Street Extended South 49 degrees 50 minutes West 75 feet thence North 40 degrees 10 minutes West 200 feet to the place of beginning.

All courses refer to the True Meridian and all measurements are horizontal, according to a survey made the 17th day of May, 1940, by Henry W. Schaidt, Surveyor.

It being the same property conveyed unto the said Earle L. Bracey and Edith Cooper Bracey, his wife, by Raymond J. Ansbach and Frances F. Ansbach, his wife, by deed dated the --day of November, 1949, and which is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the abovescribed property and is therefore a Purchase Money Mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their

executors, administrator or assigns, the aforesaid sum of Fifty-Seven Hundred Dollars (\$5700.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered  
To Wagon 100-132 C. C. H. H.  
Nov 15 1949



*And it is Agreed* that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or Morris Baron, Esq., at his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty-Seven Hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee s, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest Morris Baron  
Morris Baron

Earle L. Bracey (Seal)

Edith Cooper Bracey (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 9th day of November

in the year nineteen hundred and forty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Earle L. Bracey and Edith Cooper Bracey, his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Charles W. Yergan and Grace S. Yergan, his wife

the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Morris Baron

Notary Public

James W. Whittington et ux  
Cumberland Savings Bank of Cumberland, Maryland  
Filed and Recorded November 9<sup>th</sup> 1949 at 3:10 P.M. Mortgage  
(Stamps \$2.20)

**This Mortgage**, Made this 8th day of November

in the year Nineteen Hundred and Forty-nine, by and between

James W. Whittington and Pauline V. Whittington, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and Cumberland Savings Bank of Cumberland, Maryland a corporation duly incorporated under the Laws of the State of Maryland, a corporation

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the said James W. Whittington and Pauline V. Whittington, his wife stand indebted unto the Cumberland Savings Bank of Cumberland, Maryland, in the just and full sum of Twenty-three Hundred (\$2300.00) Dollars, payable one year after date with interest from date at the rate of six per cent per annum, payable monthly as it accrues.

It is agreed by and between the parties hereto that the said parties of the first part shall make payments on said indebtedness in the amount of \$50.00 per month plus interest.

It is also covenanted and agreed by the mortgagors, parties hereto and fully understood by them that this mortgage shall at the option of the mortgagee, secure such further advances as provided for by Chapter 923 of the Public General Laws of Maryland passed at the January 1945 Session of the General Assembly and any amendments or supplements thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said James W. Whittington and Pauline V. Whittington, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Cumberland Savings Bank of Cumberland, Maryland, its successors and

~~heirs and assigns~~, the following property, to-wit:

All that lot or parcel of ground situate, lying and being in the City of Cumberland, Allegany County, Maryland, known as parts of Lots Nos. 713, 714 and 715 on the plat of the Humbird Land and Improvement Company's Addition to Cumberland, and more particularly described as follows:

Beginning for the same at a point on the Southerly side of Roberts Street, distant South 51 degrees and 45 minutes East 68 feet from the intersection of the Easterly side of Olive Avenue, Extended with the southerly side of said Roberts Street, South 51 degrees and 45 minutes East 164.4 feet to the Northeastly corner of Lot No. 715 in said Addition, and thence with the Southeastly line of said Lot No. 715 South 69 degrees and 5 minutes West 122 feet to the Northeastly Right of Wayline of the Western Maryland Railroad Company, and thence with the said Northeastly Right of Way Line, North 30 degrees and 13 minutes West 109 feet to intersect a line drawn South 37 degrees and 15 minutes West from the place of beginning and thence reversing said intersecting line North 37 degrees and 15 minutes East 63 feet to the place of beginning.

It being the same property which was conveyed to James W. Whittington and Pauline V. Whittington, his wife, by Irving Millenson and Ruth C. Millenson, his wife by deed dated the second day of February, 1945 and recorded in Liber 202 folio 679, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

Provided, that if the said James W. Whittington and Pauline V. Whittington, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

Cumberland Savings Bank of Cumberland, Maryland, its successors

~~or assigns~~, the aforesaid sum of Twenty-three Hundred Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered  
To: Earle L. Bracey  
Nov 15 1949



And it is Agreed that until default be made in the premises, the said  
James W. Whittington, and Pauline V. Whittington his wife

may hold and possess the aforesaid property, upon paying in  
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,  
mortgage debt and interest thereon, the said  
James W. Whittington and Pauline V. Whittington his wife  
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the  
interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort-  
gage, then the entire mortgage debt intended to be hereby secured shall at once become due and  
payable, and these presents are hereby declared to be made in trust, and the said

Cumberland Savings Bank of Cumberland, Maryland, its successors or

~~assigns, or F. Brooke Whiting~~  
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at  
any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,  
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs  
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty  
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-  
land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising  
from such sale to apply first to the payment of all expenses incident to such sale, including all  
taxes levied, and a commission of eight per cent. to the party selling or making said sale;  
secondly, to the payment of all moneys owing under this mortgage, whether the same shall have

been then matured or not; and as to the balance, to pay it over to the said  
James W. Whittington and Pauline V. Whittington, his wife, their heirs or assigns, and  
in case of advertisement under the above power but no sale, one-half of the above commission  
shall be allowed and paid by the mortgagor ~~and~~ their representatives, heirs or assigns.

And the said James W. Whittington and Pauline V. Whittington his wife

further covenant to  
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance  
company or companies acceptable to the mortgagee or its successors or

assigns, the improvements on the hereby mortgaged land to the amount of at least

Twenty-three Hundred--

Dollars,  
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of  
fires, to insure to the benefit of the mortgagee its successors ~~heirs~~ or assigns, to the extent  
of its or their lien or claim hereunder, and to place such policy or policies forth-  
with in possession of the mortgagee, or the mortgagee may effect said insurance and collect  
the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest

Ethel McCarty

James W. Whittington (Seal)

Pauline V. Whittington (Seal)

(Seal)

(Seal)

State of Maryland.

Allegany County, to wit:

I hereby certify, That on this 8th day of November

in the year nineteen hundred and Forty-nine, before me, the subscriber  
a Notary Public of the State of Maryland, in and for said County, personally appeared  
James W. Whittington and Pauline V. Whittington, his wife

and each acknowledged the foregoing mortgage to be their act and deed; and  
at the same time before me also personally appeared Marcus A. Naughton Vice President of the  
Cumberland Savings Bank of Cumberland, Maryland  
the within named mortgagee and made oath in due form of law, that the consideration in said  
mortgage is true and bona fide, as therein set forth and the said Marcus A. Naughton further made  
oath in due form of law that he is the Vice President of Cumberland Savings Bank of Cumberland,  
WITNESS my hand and Notarial Seal the day and year aforesaid Maryland and duly authorized to  
make this affidavit.  
(Notarial Seal)

Ethel McCarty

Notary Public

Clyde M. Wilson et ux

William H. Twigg et ux

This Mortgage,

Filed and Recorded November 14<sup>th</sup> 1949 at 2:20 P.M.

Mortgage

(Stamps \$1.10)

Made this 3rd day of November

in the year Nineteen Hundred and Forty Nine

Clyde M. Wilson and June E. Wilson, his wife,

by and between

of Allegany County, in the State of Maryland

parties of the first part, and William H. Twigg and Laura B. Twigg, his wife,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the parties of the first part are now indebted to the said William H. Twigg and  
Laura B. Twigg, his wife, as tenants by the entireties in the full and just sum of One Thousand  
(\$1,000.00) Dollars, payable on or before five years after date with interest at the rate of  
3% per annum, payable semi-annually.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid,  
and in order to secure the prompt payment of the said indebtedness at the maturity thereof,  
together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said  
parties of the second part, their

heirs and assigns, the following property, to-wit: All that lot or parcel of ground situate, ly-  
ing and being on the East side of the Mount Savage Road, in Allegany County, State of Maryland,  
described as follows:

Beginning at a cement marker on the East side of the Mount Savage Road, North 25 degrees 7  
minutes East 150 feet from where the North corner of Thomas Avenue intersects the Mount Savage  
Road, as shown on a plat of Homeland Addition made on September 10, 1921, by A.H. Jones, Civil  
Engineer, and recorded in Plat Case, Box 44, one of the Land Records of Allegany County, Mary-  
land, and running thence with a line parallel to Thomas Avenue, South 64 degrees 53 minutes  
East 160 feet, more or less, to the West bank of Will's Creek; then up, by and with the meander-  
ings of said Creek, it being with part of the last line as given in the deed from Henry C.F.  
Bradower et ux to Joseph H. Reinhart dated November 2, 1917, and recorded in Liber No. 124,  
folio 334, one of said Land Records, North 250 feet, more or less, to the beginning point of  
said deed on the East side of the Mount Savage Road; thence with the East side of the Mount  
Savage Road, South 240 feet, more or less, to the point of beginning.

Being the same property conveyed by Joseph H. Reinhart to Clyde M. Wilson, by deed dated  
December 13, 1948, and recorded in Liber No. 223, folio 394, one of the Land Records of  
Allegany County, Maryland. Reference to said deed is hereby made for a further description.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters,  
privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said  
parties of the second part, their

executor, administrator or assigns, the aforesaid sum of One Thousand (\$1,000.00) Dollars  
together with the interest thereon, as and when the same shall become due and payable, and in  
the meantime do and shall perform all the covenants herein on their part to be  
performed, then this mortgage shall be void.

Compared and Mailed by  
To Wtgs - R 301, Sub Fee City  
Dec 18 1949



And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Wilbur V. Wilson his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee s, their assigns, the improvements on the hereby mortgaged land to the amount of at least

One Thousand (\$1,000.00)

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent of -- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee s, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s.

Attest Ina E. Hughes  
Ina E. Hughes

Clyde M. Wilson (Seal)

June E. Wilson (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 3rd day of November

in the year nineteen hundred and forty nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Clyde M. Wilson and June E. Wilson, his wife,

and -- acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Wilbur V. Wilson, Agent for

the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the Agent of the said mortgagees and duly authorized by them to make this affidavit.  
WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Ina E. Hughes

Notary Public

Charles D. Morris et ux  
To William R. Yost et ux  
Filed and Recorded November 18<sup>th</sup> 1949 at 1:35 P.M. Mortgage

This Mortgage

Made this 18th day of November

in the year Nineteen Hundred and Forty Nine

Charles D. Morris and Margaret E. Morris, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and William R. Yost and Mamie L. Yost his wife,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the parties of the second part in the full and just sum of Eight Hundred (\$800.00) Dollars to be repaid with interest at the rate of 4% per annum, computed monthly on unpaid balances, said indebtedness to be liquidated by payment of at least \$10.00 monthly on principal, plus the accrued interest, said monthly payment of principal and interest being first due and payable one month from the date of these presents and each every month thereafter until the whole principal together with the interest accruing thereon is paid in full, to secure which said principal together with the interest accruing thereon these presents are executed.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Charles D. Morris and Margaret E. Morris his wife

do give, grant, bargain and sell, convey, release and confirm unto the said William R. Yost and Mamie L. Yost his wife, their

as tenants by the entireties

heirs and assigns, the following property, to-wit: All those tracts and parcels of land situate about three miles easterly of the City of Cumberland on Christie Road, in District No. 22, Allegany County, Maryland, containing 23 acres of land, to wit:

1. All that piece or parcel of land, being part of the tract of land called "Tan Bark" containing for the part hereby conveyed two acres, more or less, and particularly described in a deed from John Wentling et ux to Samuel Jeffries, dated November 10, 1869, and recorded among the Land Records of Allegany County in Liber No. 30 Folio 236.

2. All those two parts of the tracts of land called "Joseph's Second Attempt", and "Pheasant Harbor Resurveyed", containing for the two parts hereby conveyed 19 acres, more or less, and which are particularly described in a deed from William W. Selby et ux to Samuel Jeffries, dated February 8, 1870, and recorded in Liber No. 30, Folio 681, of said Land Records.

3. Also part of a tract of land called "Cornucopia", and a part of a tract called "Mud Spring" containing for the two parts 1 acre and 134 perches, and being the same property conveyed to Samuel Jeffries by James O.S. Hinkle et ux by deed dated October 7, 1881, and recorded among said Land Records in Liber No. 57, Folio 49.

Being the same property which was conveyed unto the parties of the first part by deed of the parties of the second part of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

This mortgage is subject to the lien of a mortgage from the parties of the second part unto the Second National Bank of Cumberland dated August 23, 1947, which is recorded in Liber 201, Folio 224, one of the Mortgage Records of Allegany County, Maryland, the present balance on said bank mortgage being \$3500.00 and the within mortgage being a second mortgage, said bank mortgage being a first mortgage on the within conveyed property.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Charles D. Morris and Margaret E. Morris his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

William R. Yost and Mamie L. Yost, his wife, their

executors, administrators or assigns, the aforesaid sum of Eight Hundred (\$800.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered  
To Judge R. H. B. 314 C. 4  
Per A. 3 19 49



And it is Agreed that until default be made in the premises, the said  
Charles D. Morris and Margaret E. Morris, his wife,  
 may hold and possess the aforesaid property, upon paying in  
 the meantime, all taxes, assessments and public liens levied on said property, all which taxes,  
 mortgage debt and interest thereon, the said  
Charles D. Morris and Margaret E. Morris, his wife,  
 hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the  
 interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort-  
 gage, then the entire mortgage debt intended to be hereby secured shall at once become due and  
 payable, and these presents are hereby declared to be made in trust, and the said

William R. Yost and Mamie L. Yost, his wife, their  
heirs, executors, administrators and assigns, or Harry I. Stegmaier  
 his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at  
 any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,  
 and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs  
 or assigns; which sale shall be made in manner following to-wit: By giving at least twenty  
 days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-  
 land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising  
 from such sale to apply first to the payment of all expenses incident to such sale, including all  
 taxes levied, and a commission of eight per cent. to the party selling or making said sale;  
 secondly, to the payment of all moneys owing under this mortgage, whether the same shall have  
 been then matured or not; and as to the balance, to pay it over to the said  
Charles D. Morris and Margaret E. Morris, his wife, their heirs or assigns, and  
 in case of advertisement under the above power but no sale, one-half of the above commission  
 shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said Charles D. Morris and Margaret E. Morris his wife,  
 further covenant to  
 insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance  
 company or companies acceptable to the mortgagees their  
 assigns, the improvements on the hereby mortgaged land to the amount of at least  
Eight Hundred (\$800.00) Dollars,  
 and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of  
 fires, to inure to the benefit of the mortgage s, their heirs or assigns, to the extent  
 of -- their lien or claim hereunder, and to place such policy or policies forth-  
 with in possession of the mortgagees, or the mortgagees may effect said insurance and collect  
 the premiums thereon with interest as part of the mortgage debt.

Witness, the hand s and seals of said mortgagor s

Attest J. H. Mosner  
 J. H. Mosner

Charles D. Morris (Seal)

Margaret E. Morris (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 18th day of November  
 in the year nineteen hundred and forty nine, before me, the subscriber  
 a Notary Public of the State of Maryland, in and for said County, personally appeared  
Charles D. Morris and Margaret E. Morris his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and  
 at the same time before me also personally appeared William R. Yost and Mamie L. Yost, his wife,

the within named mortgagees and made oath in due form of law, that the consideration in said  
 mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.  
 (Notarial Seal)

Joseph F. Stakem  
 Notary Public

Benjamin B. Kaefer et al

To

Filed and Recorded November 10<sup>th</sup> 1949 at 8:30 A.M.

Chattel mortgage

North American Acceptance Corporation of Maryland

THIS CHATTEL MORTGAGE, Made this 7 day of November 1949  
 by Kaefer, Benjamin B. --

Cumberland of the City County of Allegany

State of Maryland, hereinafter called "Mortgagor," to NORTH AMERICAN ACCEPTANCE CORPORATION OF MARYLAND  
as beneficiary

61 N. Centre Street, Cumberland, Md., hereinafter called "Mortgagee."

Witnesseth: That for and in consideration of the sum of Three Hundred Seventy Five Dollars  
 (\$ 375.00 ), the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, and which  
 amount Mortgagor hereby covenants to repay unto Mortgagee as hereinafter set forth, Mortgagor doth hereby bargain and sell  
 unto Mortgagee the following described personal property:

The chattels, including household furniture, now located at No. 231 Independence Street  
 in said City of Cumberland, Md., in said State of Maryland, that is to say:

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings,  
 linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the  
 Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in Cumberland  
 Maryland, that is to say:

| MAKE  | MODEL      | YEAR | ENGINE No. | SERIAL No. | OTHER IDENTIFICATION |
|-------|------------|------|------------|------------|----------------------|
| Dodge | 4 dr Sedan | 1941 | D19-152495 | 30491921   |                      |

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.  
 PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, at its  
 regular place of business the aforesaid sum of Three Hundred Seventy Five Dollars,  
 (\$ 375.00 ) according to the terms of and as evidenced by a certain promissory note of even date herewith payable in  
12 successive monthly installments as follows: 12 installments of \$ 25.00  
 each; 12 installments of \$ 25.00 each; 12 installments of \$ 25.00 each;  
 installments of \$ 25.00 each; payable on the 15 of each month beginning on the 15 day of  
December, 1949, with interest after maturity at 6% per annum, then these presents shall  
 be void. Included in the principal amount of this note and herewith agreed to and covenanted to be paid by the undersigned  
 are interest, in advance at the rate of 6% per year on the original amount of the loan, amounting to \$ 28.12; and  
 service charges, in advance, in the amount of \$ 15.00. In event of default in the payment of this contract or any  
 installment thereof, a delinquent charge will be made on the basis of 5c for each default continuing for five or more days in  
 the payment of \$1.00 or a fraction thereof.

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is  
 no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle  
 from the state of Maryland or said other mortgaged personal property from the above described premises without consent in  
 writing of Mortgagee, its successor and assigns, herein, and that said mortgaged personal property shall be subject to view and  
 inspection by Mortgagee, its successor and assigns, at any time.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure  
 insurance of the property for the benefit of the mortgagee with an insurance company duly qualified to act in this state and in  
 an amount agreeable to the mortgagee against loss or damage by fire, theft, collision and conversion. Said policies and certificates  
 thereof, shall be delivered to the mortgagee and the mortgagee may make any settlement or adjustment on any claim or claims  
 for all loss received under, or by virtue of any insurance policies or otherwise and receive and collect the same and execute in  
 the name of the mortgagors and deliver all such instruments and do all such acts as attorney in fact irrevocable for the mort-

Compared and Mailed Indexed  
 To Index City  
 Nov 15 1949



IN CONSIDERATION of a loan made by Household Finance Corporation at its above office in the principal amount above stated, the Mortgagors above named hereby convey and mortgage to said Household Finance Corporation, its successors and assigns. (hereinafter called Mortgagee), the goods and chattels hereinafter described; provided, however, if the Mortgagors well and truly pay to the mortgagee at its above office according to the terms hereof, said principal amount together with interest at the above rate until fully paid, then these presents shall cease and be void.

Payment of principal and interest shall be made in consecutive monthly payments as above indicated beginning on the stated due date for the first payment and continuing on the same day of each succeeding month to and including the stated due date for the final payment. Sunday and holiday due dates are extended to next business day. Payment in advance may be made in any amount. Every payment made hereon shall be applied first to interest to date of actual payment and remainder to principal. In the computation of interest a calendar month shall be deemed to contain 30 days as provided in the Small Loan Law. Default in making any payment shall, at the option of the holder hereof and without notice or demand, render the entire unpaid balance of the principal hereof and accrued interest thereon at once due and payable.

Mortgagors may possess said property until default in making any payment hereon. At any time when such default shall exist and the entire sum remaining unpaid hereon shall be due and payable either by the exercise of the option of acceleration above described or otherwise, this mortgage may be foreclosed; and the Mortgagee may without notice or demand take possession of any or all of said property and sell the property so taken for cash upon such notice and in such manner as may be provided or permitted by law, for the best price the seller can obtain. The proceeds of any sale hereunder shall be applied on the indebtedness secured hereby, and any surplus shall be paid to the Mortgagors.

The Mortgagors covenant that they exclusively possess and own said property free and clear of all incumbrances except as otherwise noted, and that they will warrant and defend the same against all persons except the Mortgagee. Any failure of the Mortgagee to enforce any of its rights or remedies hereunder shall not be a waiver of its right to do so thereafter. Whenever the context so requires plural words shall be construed in the singular.

Description of mortgaged property:

All of the household goods now located in or about Mortgagors' residence at their address above set forth.

1 three-quarter bed, 1 k. tab., 1 overstuffed chr., 1 gas stove, 1 9x12 linoleum -; 1 chester of drawers, 1 double bed, 1 chest of drawers, 1 k. tab. 1 wooden chr., 1 ice box, 1 gas stove, 1 doub. bed, 1 ice box, 1 day bed, 1 couch, 1 overstuffed chr., 1 radio, 1 fl. lamp, 1 doub. bed; 2 chest of drawers, 1 maple closet, 1 coal stove, 1 K. tab. & 4 chrs., 1 washer, 1 steel utility cab., 1 K. bac., 1 ice box, 1 gas stove, 1 overstuffed chr., 1 stand, 1 leather chr.

(Mortgagor is married, but has lived separate and apart from husband for more than six months).

Witness the hands and seals of Mortgagors the day of the date hereof above written.

Signed, sealed and delivered  
in the presence of:

R. C. Willard

Mary L. Smith (SEAL)

J. M. Bond

STATE OF MARYLAND, CITY OF CUMBERLAND, SS:

I HEREBY CERTIFY that on this 1st day of November, 1949, before me, the subscriber, a Notary Public of Maryland, in and for said city, personally appeared Mary L. Smith and --

Mortgagor(s) named in the foregoing mortgage and acknowledged the same to be her act. And, at the same time, before me also personally appeared B. C. Willard, attorney in fact of Household Finance Corporation, the Mortgagee named in the foregoing mortgage, and made oath in due form of law that the consideration set forth therein is true and bona fide, as therein set forth, and further that he (or she) is the agent in this behalf of said Mortgage and is duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

John M. Bond, Notary Public.

*For value received, Household Finance Corporation, Mortgagee in the within Mortgage, hereby releases the foregoing mortgage this 2nd day of May, 1950.*

*Household Finance Corporation*

*By J M Bond*

*5/4/50*

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Harold H. Leasure, et ux.

Mortgage.

To

Filed and Recorded November 4", 1949 at 9:40 A. M.

Western Maryland Building & Loan Assoc., Inc.

THIS PURCHASE MONEY MORTGAGE, Made this 2nd day of November, in the year nineteen hundred and forty-nine, by and between Harold H. Leasure and Marguerite L. Leasure, his wife, of Allegany County and State of Maryland, parties of the first part, and the Western Maryland Building and Loan Association, Incorporated, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of One Thousand Five Hundred (\$1,500.00) dollars, on fifteen (15) shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland and more particularly described as follows:

FIRST: All that lot or parcel of ground situate, lying and being along the Southerly side of Frederick Street nearly opposite the Gephart School, near the City of Cumberland, in Allegany County, Maryland, and described as follows:

BEGINNING for the same at a point on the Southerly side of said Street distant 10 feet measured in an Easterly direction along the Southerly side of said Street from its intersection with the first line of the property conveyed by the Cumberland Improvement Company to Joseph W. Silber by deed dated the 10th day of February, 1913, and recorded among the Land Records of Allegany County, Maryland, in Liber 112, Folio 117, and

Compared and Mailed Delivered  
To Mortgagee - C. L. T.  
Nov. 10, 1949



running thence with the Southerly side of the aforesaid Frederick Street, North 37 degrees 36 minutes East 27.2 feet, thence South 50 degrees 30 minutes East 350 feet, more or less, to the outline of the whole property and with it South 37 degrees 30 minutes West 27.2 feet to intersect a line drawn South 50 degrees 30 minutes East from the place of beginning, thence reversing said intersecting line North 50 degrees 30 minutes West 350 feet to the place of beginning.

SECOND: All that piece or parcel of land lying and being in Cumberland, Allegany County, Maryland, and situated on the Southerly side of Frederick Street in said City and described as follows:

BEGINNING for the same at a point on the Southerly side of Frederick Street, distant 37.2 feet measured in an Easterly direction along the Southerly side of said Frederick Street from its intersection with the first line of the property conveyed by the Cumberland Improvement Company to Joseph W. Silber by deed recorded among the Land Records of Allegany County, Maryland, in Liber 112, Folio 117, and running thence with the Southerly side of aforesaid Frederick Street, North 37 degrees 36 minutes East 4 feet, thence South 50 degrees 30 minutes East 350 feet to the outline of the whole property, and with it South 37 degrees West 4 feet to intersect a line drawn South 50 degrees 30 minutes from the place of beginning, thence reversing said intersecting line North 50 degrees 30 minutes West 350 feet to the place of beginning.

SUBJECT, however, to the reservation of an easement or right-of-way in and across the above described property for use as a driveway in common with the owners of the property adjoining the above described property on the East, which said reservation is more particularly described in a certain deed from Gomer Davis to Clarence B. Kniseley and Edna H. Kniseley, his wife, dated July 5, 1933, and recorded in Deeds Liber 169, Folio 483, among the Land Records of Allegany County, Maryland, to which said deed specific reference is hereby made for a more particular statement of the scope and nature of said easement or right-of-way.

THIRD: All of the right, title and interest of the parties of the first part in and to a permanent right-of-way or easement in and across the following described property:

All that lot, piece or parcel of ground located on the Southerly side of Frederick Street in Cumberland, Allegany County, Maryland, and being a part of Lot B and described as follows:

BEGINNING for the same at a point on the Southerly side of Frederick Street, distant 41.2 feet measured in an Easterly direction along the Southerly side of said Frederick Street from its intersection with the first line of the property conveyed by the Cumberland Improvement Company to Joseph W. Silber, and running thence with the Southerly side of aforesaid Frederick Street, North 37 degrees 36 minutes East 4 feet, thence South 50 degrees 30 minutes East 350 feet to the outline of the whole property, and with it South 37 degrees West 4 feet to intersect a line drawn South 50 degrees 30 minutes East from the place of beginning, thence reversing said intersecting line North 50 degrees 30 minutes West 350 feet to the place of beginning.

It is the intention of this mortgage to convey to the party of the second part herein the parcel described as "First" above without restriction or reservation but in fee simple; to convey the "Second" parcel subject to the right-of-way created in connection with it and to convey the right-of-way of the party of the first part in the "Third" parcel so as to vest in the party of the second part herein a right-of-way for a driveway eight feet wide adjoining the "First" parcel herein conveyed, to be used in common with the owners of the land adjoining the same on the East and to vest in the said party of the second part the fee simple title to the Westerly one-half of said driveway.

IT being the same property which was conveyed by Edna H. Kniseley to Harold H. Leasure, et ux, by deed dated October 31st, 1949, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage, which is given to secure part of the purchase price of the property therein described and conveyed.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED, however, that if the said parties of the first part make, or cause to be made, the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of One Thousand Five Hundred (\$1,500.00) dollars with six (6%) per cent interest thereon, payable in 139 monthly payments of not less than \$15.00 each, on or before the 2nd day of each month hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 2nd day of December, 1949, at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 2nd day of June, 1961.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment, the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Five Hundred (\$1,500.00) dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default be made by the said parties of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable, and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or William R. Carscaden, its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in



the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes and commission of eight (8%) per cent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said the parties of the first part as their interest may appear.

WITNESS the hands and seals of the said parties of the first part hereto, the day and year hereinbefore written.

Test: Maxine Wilmot

Harold H. Leasure (SEAL)

Marguerite L. Leasure (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY THAT, on this 2nd day of November, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Harold H. Leasure and Marguerite L. Leasure, his wife, and each acknowledged the foregoing mortgage to be their act; and at the same time, before me, also personally appeared Clement C. May, an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth; and the said Clement C. May did further in like manner make oath that he is the secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this 2nd day of November, 1949.

(Notarial Seal)

Maxine Wilmot, Notary Public.

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Homer R. Riffle

Chattel Mortgage.

To

Filed and Recorded November 8<sup>th</sup> 1949 at 8:30 A.M.

North American Acceptance Corp. of Maryland.

THIS CHATTEL MORTGAGE, Made this 1<sup>st</sup> day of November, 1949, by Riffle, Homer R., Cumberland, of the city/county of Allegany, State of Maryland, hereinafter called "Mortgagor", to North American Acceptance Corporation of Maryland, a body corporate, 61 N. Centre Street, Cumberland, Maryland, hereinafter called "Mortgagee."

Witnesseth: That for and in consideration of the sum of Three Hundred Dollars (\$300.00), the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, Mortgagor doth hereby bargain and sell unto Mortgagee the following described personal property:

The Chattels, including household furniture, now located at 12 Beverly Place, Cumberland, Allegany, in said State of Maryland, that is to say: ---

And, in addition thereto, all other goods and chattels of like nature and all other

furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods, hereafter acquired by the mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in Cumberland, Maryland, that is to say:

| Make    | Model      | Year | Engine No. | Serial No. | Other Identification |
|---------|------------|------|------------|------------|----------------------|
| Pontiac | Bus. Coupe | 1941 | 8-248484   | P8JA-4773  | ----                 |

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, the said sum of \$300.00/100 according to the terms of and as evidenced by a certain promissory note of even date herewith payable in 12 successive monthly installments of \$30.14 each, including interest at the rate of 3% per month on the unpaid principal balances, the first of which installments shall be payable on the 5<sup>th</sup> day of December, 1949, and each succeeding installment shall be payable on the 5<sup>th</sup> day of each succeeding month thereafter, together with a final installment covering any unpaid balance including interest as aforesaid, which final installment shall be payable on the 5<sup>th</sup> day of November, 1950, and interest after maturity at said rate, then these presents shall be void.

The note evidencing said loan provides that the principal amount thereof or any part thereof may be paid prior to maturity with interest at the aforementioned rate to the date of payment.

Mortgagor covenants that he or she exclusively owns and possesses said motor vehicle or vehicles or other mortgaged personal property (all of which shall hereafter be referred to as "mortgaged personal property") and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle or vehicles from the State of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee at any time.

If default shall be made in the payment of any installment of principal or interest or any part of either, as provided in said note, then the entire unpaid balance of principal, together with accrued interest as aforesaid, shall become due and payable immediately, and Mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of Mortgagee to Mortgagor; after such possession under the terms hereof, Mortgagee agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee will give not less than twenty (20) days' notice in writing by registered mail to Mortgagor at his or her last known address, notifying him or her that Mortgagee will cause the mortgaged personal property to be sold at public auction at the expense of Mortgagee (including auctioneer's fees, storage and other expenses of sale) by a duly licensed auctioneer (including auctioneer's fees, storage and other expenses of sale) by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which Mortgagee is licensed, whichever Mortgagee shall elect. At any time prior to said sale, Mortgagor may obtain possession of the said mortgaged personal property upon payment to Mortgagee of the balance due thereon together with any unpaid interest.

The remedy herein provided shall be in addition to, and not in limitation of, any

To Mortgagor City Nov. 1949



then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY THEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS: E. F. Hoban Charles Ray Sine (SEAL)

WITNESS: D. A. Weisenmiller

STATE OF MARYLAND, CITY/COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 5<sup>th</sup> day of November, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Sine, Charles R. (husband of Loleta B.,) the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be his act. And, at the same time, before me also personally appeared E. F. Hoban, agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Richard J. Gould, Jr., Notary Public.

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Carl E. Jones, et ux.

Mortgage.

To

Filed and Recorded November 8<sup>th</sup> 1949 at 9:05 A. M.

Western Maryland Bldg. & Loan Assoc., Inc.

(Stamps \$2.20).

THIS MORTGAGE, Made this 7th day of November, in the year Nineteen Hundred and 49, by and between Carl E. Jones and Dorothea A. Jones, his wife, of Allegany County and the State of Maryland, parties of the first part and the Western Maryland Building and Loan Association, Incorporated, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of Two Thousand (\$2,000.00) dollars on 20 shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner herein-after mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE, this Mortgage witnesseth: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and

sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, all that lot or parcel of land lying near the Village of Hazen on Bottle Run, Allegany County and the State of Maryland, and more particularly described as follows: First:

Beginning at an iron pin, driven in the ground, on the southerly side of the Public Road leading up Bottle Run, standing at the end of the tenth line of the first parcel of ground as conveyed by Ida S. Glisan to Atlee B. Hott, et ux., by deed dated March 7, 1930, and recorded among the Land Records of Allegany County in Liber 162, Folio 609, and running thence with the lines of said first parcel as corrected for variation, South 68 degrees West 132 feet to an iron pin North 54 degrees 30 minutes West 396 feet to a stake, North 72 degrees 30 minutes West 50 feet to a stake standing North 23 degrees East 4-3/4 feet from a Sycamore tree marked with three notches, thence leaving the lines of said first parcel North 23 degrees East 126.3 feet to a stake on the southerly edge of the aforesaid public road leading up Bottle Run, thence with the Southerly edge of said public road, South 66 degrees 40 minutes East 128 feet to a small Spruce tree marked with three notches, South 51 degrees 10 minutes East 417 feet to the place of beginning. Containing 1.4 acres. Surveyed November 1, 1930.

SECOND: All that lot or piece or parcel of land, lying and being on the Hill side just south of Bottle Run, in or near the Village of Hazen, Allegany County, Maryland, and being part of a tract of land called "The Honest Miller" and being more particularly described as follows:

Beginning at a stake standing at the Westerly end of the third line of a parcel or tract of land conveyed to Atlee B. Hott, et ux., to James M. Shearer by deed dated February 20, 1931, and recorded in Liber 165, Folio 132, one of the Land Records of Allegany County, Maryland, said stake standing North 23 degrees East 4-3/4 feet from a Sycamore tree marked with 3 notches, and running thence South 23 degrees West 35 feet to a stake and thence South 55 degrees 50 minutes East 432 feet to a stake, and thence North 43 degrees East 35 feet to an iron pin on the southwesterly end of the first line of the aforementioned tract of land as described in said deed to James M. Sharer dated and recorded as aforesaid and thence with and along the entire second and third lines of said deed North 54 degrees 30 minutes West 396 feet to a stake North 72 degrees 30 minutes West 50 feet at the aforementioned to the place of beginning.

It being the same property which was conveyed to Carl E. Jones and Dorothea A. Jones, his wife, by Hugh McMullen Shaffer (unmarried) by deed dated the 12th day of August, 1940, and recorded in Liber 188, Folio 564, one of the Land Records of Allegany County, Maryland.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED, however, that if the said parties of the first part make, or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done then this mortgage shall be void. And the said part of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of Two Thousand and no/100 dollars with 6% per cent. interest thereon, payable in 139



monthly payments of not less than \$20.00 each, on or before the 7th day of each month hereafter until the whole of said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 7th day of December, 1949, at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 7th day of June, 1961.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand and no/100 dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED, that if default shall be made by the said parties of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable, and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or F. Brooke Whiting, its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

First: To the payment of all expenses incident to such sale, including taxes and commission of eight (8%) per cent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said the parties of the first part as their interest may appear.

WITNESS the hands and seals of the said parties of the first part hereto, the day and year hereinbefore written.

Test: Ethel McCarty

Carl E. Jones (SEAL)

Dorethea A. Jones (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 7th day of November, 1949, before me, the subscriber, a

Notary Public of the State of Maryland, in and for Allegany County, personally appeared Carl E. Jones and Dorethea A. Jones, and each acknowledged the foregoing mortgage to be their act; and at the same time, before me, also personally appeared Clement C. May, an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth: And the said Clement C. May did further in like manner, make oath that he is the Secretary and agent of the said Mortgagee and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this 7th day of November, 1949.

(Notarial Seal)

Ethel McCarty, Notary Public.

Cumberland, Maryland, February 24, 1950.

*For Value Received, the Western Maryland Building and Loan Association, Incorporated, hereby presents the within and foregoing Mortgage. In Witness Whereof, the Western Maryland Building and Loan Association, has caused these presents to be signed with its corporate name by its Vice President and its corporate seal of said Association, attested by the signature of its Secretary, this 24th day of February, 1950.*

*Attest: Clement C. May  
Secretary  
(Corporate Seal)*

*Western Maryland Building and Loan Association Incorporated,  
By Wm R. Carlschew  
Vice President*

3/1/50

Zada L. Crabtree, et al.

Chattel Mortgage.

To

Filed and Recorded November 10<sup>th</sup> 1949 at 8:30 A. M.

Family Finance Corporation

Account No. 15,983 - Actual Amount of this Loan \$300.00 - Cumberland, Md. November 9, 1949.

KNOW ALL MEN BY THESE PRESENTS, That the undersigned Mortgagors do by these presents bargain, sell and convey to Family Finance Corporation, Vogel Building, 121 Balto. Street, Cumberland, Maryland, for and in consideration of a loan, receipt of which is hereby acknowledged by mortgagors in the sum of Three Hundred no/100 Dollars (\$300.00) as evidenced by a certain promissory note of even date payable in 19 successive monthly instalments of \$20.16 each; which includes interest at the rate of three per centum (3%) per month on the unpaid principal balance, the first of which instalments shall be payable thirty (30) days from the date hereof, together with a final instalment covering any unpaid principal balance, including interest, which instalment is due and owing twenty months from the date hereof; the personal property described as follows:

A certain motor vehicle, complete with all attachments and equipment, now located at -- in the City of Oldtown, County of Allegany, State of Maryland, to wit:

| Make       | Model | Year | Engine No. | Factory No. | Weight | Other Identification |
|------------|-------|------|------------|-------------|--------|----------------------|
| GMC Pickup | --    | 1938 | 6-432101   | 872-34179   | -      | ----                 |

All the furniture, household appliances and equipment and all other goods and chattels in or about Mortgagor's residence at --- in the City of Oldtown - County of Allegany, Maryland:

2 double beds, 1 dresser, 1 chest of drawers, 1 congoium rug, (2), 1 straight chairs, 1 bedroom rocker, 1 small wash stand, 1 heatrola, 1 library table, 1 RCA table model radio, 2 large upholstered rockers, 1 upholstered straight chair, pull out couch, 1 large stand, 2 small stands, 1 5-burner Kerosene stove, 1 table, 4 chairs, 1 ice box, wooden utility cabinet, 1 small work table, P. E. Washing machine, 1 Electric iron, 2 table lamps, including all cooking and washing utensils, pictures, fittings, linens, china, crockery, musical instruments and household goods of every kind and description now located in or about the Mortgagors' residence indicated above.

TO HAVE AND TO HOLD, all and singular, the said personal property unto said Mortgagee, its successors and assigns, forever.



proceeds of any such sale or foreclosure, mortgagee shall retain all moneys due mortgagee and render the balance, if any, to mortgagors.

The unpaid balance of said note, or any part thereof, plus accrued interest may at the option of the undersigned, be paid at any time.

The remedy or remedies herein accorded mortgagee shall be in addition to, and not in limitation of any other right or remedy which the mortgagee shall have.

The Mortgagor acknowledges to have received from the mortgagee in connection with the loan herein mentioned, a statement in the English language, showing the amount and date of the loan, the maturity thereof, the nature of the security for the loan, the name and address of the mortgagor, the name and address of the Mortgagee, the rate of interest charged and the provisions of Section 15 of Article 58A of the Uniform Small Loan Laws of Maryland. Description of Mortgaged property:

| Make of Auto | Year | Body  | Motor Number | Serial Number |
|--------------|------|-------|--------------|---------------|
| Plymouth     | 1939 | Coupe | P8-13510-B   | 1299766       |

1 wine divan, 2 wine chairs, 1 Console RCA radios, 1 fl. lamp, 1 table lamp, 1 Sebold piano, 1 9x12 axm. rug, 1 desk and chair, 2 end waln. tables, 1 mahog. buffet, 6 mahog. chairs, 1 china cabinet, mahog., 1 iron, 1 Premier vacuum cleaner, 1 white cabinet, 6 oak chairs, 1 Easy washer, 1 7 cub. ft. refrig., 1 gas table top range, 1 oak table; 2 beds, 4 single wooden beds, 2 waln. chiffoniers, 1 waln. chiffonrobe, 3 waln. dresser, 5 9x12 axm. rugs, 1 waln. vanity.

In witness whereof, the mortgagors hereunto set their hands and seals the date of the chattel mortgage above set forth.

Witness: R. A. White

Earl B. Goad (SEAL)

STATE OF MARYLAND, CITY/COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 10th day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Earl B. Goad, the mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be his act. And, at the same time, before me also personally appeared Ray White, agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Eugenia A. Spano, Notary Public.

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Robert D. Wilson, et al.

Mortgage.

To

Filed and Recorded November 10<sup>th</sup> 1949 at 10:55 A. M.

First Federal Savings & Loan Assoc. of Cumberland.

(Stamps \$6.60).

THIS MORTGAGE, Made this 9th day of November, in the year Nineteen Hundred and Forty-Nine, by and between Robert D. Wilson and Gertie P. Wilson, his wife, and Cecil R. Sampson and Florence W. Sampson, his wife, of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association

of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

WHEREAS, the said mortgagee has this day loaned to the said mortgagors, the sum of Six Thousand (\$6,000.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5½ per cent. per annum, in the manner following:

By the payment of Sixty (\$60.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

An undivided one-half interest in and to all that lot or parcel of ground situated on the Northeast and the Southwest sides of the National Pike, U. S. Route 40, about 1/4 mile Northwest of the junction of the said National Pike and the Braddock Road in Allegany County; State of Maryland, and more particularly described as follows, to-wit:

FIRST PARCEL: BEGINNING for the same at an iron stake standing on the Southwesterly limits of the right-of-way of the National Pike 36.7 feet from the center line thereof, said iron stake also stands North 1 degree East 32.2 feet from the most Northwesterly corner of the Old Toll House and North 53 degrees 17 minutes East 40.4 feet from the most northeasterly corner of the concrete block building situated on the Toll House property, and running then with the said Southwesterly limits of the National Highway or Pike and 36.7 feet from the center line thereof, South 60 degrees 24 minutes East 160.1 feet to an iron stake standing North 39 degrees 35 minutes East 44.7 feet from the beginning of the adjoining parcel of land conveyed by Charles Longerbeam to Oren S. McKenzie et ux, by deed dated the 29th day of December, 1937, and recorded in Liber 179, Folio 419, one of the Land Records of Allegany County, the last named line being the first line of the said McKenzie parcel of ground reversed and extended to the right of way of the present National Pike, then leaving the said right of way and running South 39 degrees 35 minutes West 44.7 feet to the beginning of the aforementioned McKenzie parcel of ground, thence with the first line of the said McKenzie parcel of ground, still South 39 degrees 35 minutes West 251 feet to a concrete monument with a centered iron peg standing on the 30th line of Western Roads, said monument also stands on the thirteenth and last line of the parcel of ground conveyed by Elizabeth W. Adams to Stanley L. Donahoe et ux, by deed dated the 27th day of July, 1936, and recorded in Liber 175, Folio 365, one of the Land Records of Allegany County, and running then with the remainder of the said 30th line of Western Roads and the thirteenth line of the said Donahoe property, North 50 degrees West 545.6 feet to the original Lynn Tree referred to in the patent of Western Roads resurveyed for David Shriver the 13th day of June, 1811, said Lynn tree being also the beginning of the said Donahoe parcel of ground, then with part of the 31st line of Western Roads

Gertie P. Wilson, et al. City of Allegany, Md. Nov. 18, 1949



and part of the first line of the said Donahoe parcel of ground North 30 degrees 45 minutes East 81.9 feet to an iron stake standing at the end of the third line of the parcel of ground conveyed by Howard W. Winebrenner et ux to Stanley L. Donahoe et ux by deed dated the 6th day of February, 1945, and recorded in Liber 202, Folio 695, one of the Land Records of Allegany County, then leaving the said 31st line of Western Roads and reversing the third and second lines of the last named Donahoe parcel of ground South 51 degrees 20 minutes East 75 feet to an iron stake, then parallel to the said 31st line of Western Roads, North 30 degrees 45 minutes East 149 feet to an iron stake standing on the aforementioned right of way of the National Pike, then leaving the Donahoe property and running with the Southwesterly limits of the National Pike and 36.7 feet from the center line thereof, South 55 degrees 25 minutes East 175 feet to an iron stake and South 57 degrees 58 minutes East 175 feet to the beginning, containing 3 acres, more or less.

SECOND PARCEL: BEGINNING for the same at an iron stake standing on the Northeast side of the National Pike, U. S. Route 40 and 36.7 feet from the center line thereof, said stake also stands North 39 degrees 54 minutes East 112 feet from the most Northeasterly corner of the concrete block building situated on the Toll House property but across the said National Pike, and running then with the Northeasterly limits of the said National Pike right-of-way and 36.7 feet from the center line thereof, North 58 degrees 17 minutes West 114.05 feet to an iron stake that stands 1.45 feet Southeast of the most Easterly corner of the concrete culvert nearby, said iron stake also stands on the 6th line of the 2nd parcel of ground conveyed by Archibald Longerbeam to C. R. Sampson et ux by deed dated the 3rd day of July, 1946, and recorded in Liber 209, Folio 710, one of the Land Records of Allegany County, and running then with the remainder of the 6th, all of the 5th and the 4th lines of the last mentioned parcel of ground, North 39 degrees 35 minutes East 153.4 feet to an iron stake standing on the 3rd line of the parcel of ground conveyed by Charles A. Longerbeam to Joseph A. Smith et ux by deed dated the 29th day of July, 1940, and recorded in Liber 187, Folio 402, one of the Land Records of Allegany County, Maryland, then reversing part of the said 3rd line South 51 degrees 50 minutes East 280.8 feet to an iron stake, then leaving the said Smith parcel of ground South 39 degrees 35 minutes West 115.3 feet to an iron stake standing on the aforementioned Northeasterly limits of the National Pike right-of-way, then with the said Northeasterly limits and 36.7 feet from the center line thereof, North 60 degrees 40 minutes West 169.4 feet to the beginning, containing 9/10 of an acre, more or less.

It being part of the same property which was conveyed by Archibald Longerbeam to Cecil R. Sampson et ux, by deed dated the 3rd day of July, 1946, Second Parcel, as recorded in Liber 209, Folio 710, one of the Land Records of Allegany County, Maryland, and being part of the 1st parcel of the deed to Cecil R. Sampson et ux from Rudolph Nickel dated March 1, 1941, which is recorded in Liber 189, Folio 247, one of the Land Records of Allegany County, Maryland. All bearings are magnetic as of October, 1949, and measurements are horizontal.

Excepting from this conveyance the 4-foot right of easement to maintain a water line as conveyed by Archibald Longerbeam et ux to the LaVale Water Co., by deed dated the 9th day of October, 1941, and recorded in Liber 191, Folio 541, and also the right of easement granted by C. R. Sampson et ux to the State Roads Commission to protect the said National Highway by deed dated the 17th day of July, 1947, and recorded in Liber 216, Folio 149, of the Land Records of Allegany County, Maryland.

It being the same property in which an undivided one-half interest was conveyed by Cecil R. Sampson and Florence W. Sampson, his wife, to Robert D. Wilson and Gertie P. Wilson, his wife, by deed dated the 9th day of November 1949, and which is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agents, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the Mortgagors, their representatives, heirs or assigns.

AND the said mortgagors, further covenant to insure forthwith, and pending the



existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

AND the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises, the Mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said Mortgagors.

Attest:

Gerald L. Harrison

Robert D. Wilson (SEAL)

Gertie P. Wilson (SEAL)

Cecil R. Sampson (SEAL)

Florence W. Sampson (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 9th day of November, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Robert D. Wilson and Gertie P. Wilson, his wife, and Cecil R. Sampson and Florence W. Sampson, his wife, the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Gerald L. Harrison, Notary Public.

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Joseph W. Hogan

To

Chattel Mortgage.

Filed and Recorded November 9<sup>th</sup> 1949 at 8:30 A. M.

Family Finance Corporation

Account No. 15972 - Actual Amount of this Loan \$170.00 - Cumberland, Md. November 8, 1949.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Mortgagors do by these presents bargain, sell and convey to Family Finance Corporation, Vogel Building, 121 Balto. Street, Cumberland, Maryland, for and in consideration of a loan, receipt of which is hereby acknowledged by mortgagors in the sum of One Hundred Seventy & no/100 dollars (\$170.00) as evidenced by a certain promissory note of even date payable in 11 successive monthly installments of \$17.08 each; which includes interest at the rate of three per centum (3%) per month on the unpaid principal balance, the first of which installments shall be payable thirty (30) days from the date hereof, together with a final instalment covering any unpaid principal balance, including interest, which instalment is due and owing Twelve months from the date hereof; the personal property described as follows:

A certain motor vehicle, complete with all attachments and equipment, now located at 212 Schley St., in the city of Cumberland, County of Allegany, State of Maryland, to-wit:

| Make  | Model             | Year | Engine No. | Factory No. | Other Identification  |
|-------|-------------------|------|------------|-------------|-----------------------|
| Buick | 4-Dr. Super Sedan | 1949 | 54371886   | 14173049    | Buick Radio & Heater. |

All the furniture, household appliances and equipment, and all other goods and chattels, now located in or about Mortgagors' residence at --- in the city of --- County of --- Maryland, ----- including all cooking and washing utensils, pictures, fittings, linens, china, crockery, musical instruments and household goods of every kind and description now located in or about the Mortgagor's residence indicated above.

TO HAVE AND TO HOLD, all and singular, the said personal property unto said Mortgagee, its successors and assigns, forever.

Mortgagors covenant that they exclusively own and possess said personal property, and that there is no lien, claim, encumbrance or conditional purchase title against said personal property or any part thereof, except - NONE.

PROVIDED NEVERTHELESS, that if the mortgagors shall well and truly pay unto the

Copied and filed in the  
 City of  
 Nov-11-1949



TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The Mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness, as herein set forth, or if the mortgagor shall attempt to sell, dispose of or remove the said property above mortgaged, or any part thereof, from the premises aforesaid without the assent to such sale, disposition or removal expressed in writing by the Mortgagee, or in the event the Mortgagor shall default in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the mortgagee, its successors and assigns, or its, his, her or their duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her or their assigns, which sale shall be made in manner following, to-wit: By giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: First, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance, to pay the same over to the Mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the Mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the Mortgagor may remain in possession of the mortgaged property.

The mortgagor agrees to insure said property forthwith against loss by fire, collision, etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the mortgagee in the sum of - full coverage - dollars (\$ -- ), and to pay the premiums thereon and to cause the policy issued therefor to be endorsed, as in case of loss to inure to the benefit of the Mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the mortgagee.

WITNESS the hands and seals of the party of the first part.

Attest as to all: T. V. Fier

Elwood L. Collins (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 7th day of November, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Elwood L. Collins, the within named Mortgagor, and acknowledged the foregoing Chattel Mortgage to be his act and deed, and at the same time, before me, also appeared T. V. Fier, - of the First National Bank of Cumberland, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing chattel mortgage is true and bona fide as therein set forth; and the said T. V. Fier, in like manner, made oath that he is the Ass't Cashier of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

David Sigel, Notary Public.

My Commission Expires 5/7/51.

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Frances L. Garcia

Deed of Trust.

To

Filed and Recorded November 10<sup>th</sup> 1949 at 8:30 A. M.

Lester Reynolds, Trustee.

THIS DEED, Made this 8th day of November, 1949, between Mrs. Frances L. Garcia, of the first part, and Lester Reynolds, Trustee, of the second part. WITNESSETH:

That for and in consideration of the sum of Five (\$5.00) Dollars, cash in hand paid, the receipt of which is hereby acknowledged, and for other good and valuable considerations, the said party of the first part does sell, transfer, assign and convey unto the said party of the second part, the following personal property, to-wit:

One 1949 Oldsmobile 4-Door Sedan Automobila -  
DeLuxe Model No. 88 - Serial 498M3846 - Motor 84172377-H.

The above listed property is located #516 Grant St., Luke, Md.

IN TRUST NEVERTHELESS, to secure the payment of a certain negotiable promissory note, bearing even date herewith, made by Frances L. Garcia and Fred A. Garcia for the sum of Fifteen Hundred and Twelve Dollars, payable after date to the order of ----- in 18 monthly installments of \$84.00 each, one of which is due on the 8th day of each succeeding month until the entire sum has been paid, to the order of "Farmers and Merchants Bank of Keyser, West Va.", at its banking house in Keyser, W. Va.

And in Trust further, to secure the payment of any renewal, or renewals, of said note whether for the same or a different principal sum.

The said party of the first part covenants to pay the above described debt and note according to its tenor, and in the event that default be made in this covenant, it is agreed that upon written demand of the beneficiary herein, the said Trustee shall advertise and sell the above conveyed personal property for cash, or such other terms as said Trustee may deem best, by advertisement of at least five days either in a newspaper published in Mineral County, West Va., or by posting of the same at the front door of the Court House in said County, and in the event of a sale hereunder, said Trustee shall receive a commission of 10% of the selling price of said property for his services in conducting said sale.

The party of the First part hereby expressly waives service upon her of notice of any sale had hereunder by said Trustee.

WITNESS the following signature and seal.

Frances L. Garcia, (SEAL)

STATE OF WEST VIRGINIA, COUNTY OF MINERAL, TO WIT:

I, Geo. R. Davis, a notary public in and for the State and County aforesaid, do hereby certify that Frances L. Garcia and -- who ss name is or are signed to the writing above, bearing date the 8th day of November, 1949, have this day acknowledged the same before me in my said county.

Given under my hand this 8th day of November, 1949.

Geo. R. Davis, Notary Public.

(Notarial Seal)

My Commission Expires August 7, 1956.